

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Purchase Order Approval (Staff recommends approval).

REQUESTED ACTION: Approve Purchase Order

☐ Work Session (Report Only)

☒ Regular Meeting

DATE OF MEETING: 10/26/2010

☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

Budget & Purchasing

BUDGET IMPACT: _____

☐ Annual

☐ Capital

☐ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

PO Number	PO Amount	Vendor Name	PO Description
53863	\$35,790.72	CenturyLink	Billing for maintenance on E911 equipment & Cisco routers at SCSO PSAP.
54030	\$63,675.26	Sun Trust	Sheriff's PSAP equipment and move to new site-principal and interest payments.
54073	\$77,000.00	The Villages Technology Solutions Group	General IT/programming services
54074	\$154,000.00	DSM Technology Consultants	Server hosting/general services
54088	\$142,458.52	The Villages Technology Solutions Group	VoIP Equipment/Labor for The Villages Sumter County Service Center and the remaining County-Wide offices.

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53863

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

☐ CenturyLink
P O Box 4786
Monroe, LA 71211-4786

☒ **DATE** 10/4/2010

DEPT. E9-1-1 Admin/Office

☒ **BY** *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<p>BILLING FOR MAINTENANCE ON E911 EQUIPMENT & CISCO ROUTERS AT SCSO PSAP: SITE CODE #2J420002</p> <p>CONTINUATION OF ONGOING CONTRACT (attached) COVERAGE: 10/1/10 - 9/30/11</p> <p style="font-size: 1.5em; color: blue; text-align: center;"><u>open po</u></p> <p>Account# 114-155-525-4600 <i>[Signature]</i></p> <p>TERMS:</p>		35,790.72
				TOTAL	35,790.72

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ **DATE:** _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Embarq Centurion™ Service Agreement

Maintenance Contra ##: M083PFN7DJNDS

Account Manager: Stephen P. Fullerton

This Embarq Centurion Service Agreement ("Agreement") between Embarq Florida Inc. ("Embarq") and E911 Sumter Co./SO & Florida Regional EMS ("Customer") governs Embarq's provision of certain maintenance services ("Services") to Customer.

SITE ADDRESS		BILLING ADDRESS	
Business Name	E911 Sumter Co./SO & Florida Regional EMS	Business Name	Sumter County E911 Admin
Site Contact	Marie Keenum	Billing Contact	Marie Keenum
Street Address	1010 N Main Street	Street Address	Attn: Marie Keenum, E911 Coordinator 209 N. Florida
City	Bushnell	City	Bushnell
State	FL	State	FL
ZIP	33513-9911	ZIP	33513-9911
Phone	(352) 259-1400	Phone	(352) 259-1400

- TERMS OF SERVICE.** Embarq provides Services to Customer under the Best Value Plan. The Term for Services will continue for the number of months specified on Attachment A (the Embarq Centurion Bill of Materials), attached and incorporated into this Agreement. Embarq provides Services under the Embarq Standard Terms and Conditions for Communications Services, the Embarq Centurion Maintenance Service Annex, and related annexes applicable to Customer's selection of specific Optional Services, all posted to www.embarq.com/salesandconditions on the effective date and incorporated by this reference. References to URLs in this Agreement include references to successor URLs identified by Embarq.
- RATES AND BILLING.** Embarq will provide Services for the Equipment listed in Attachment A at the rates specified in Attachment A. Rates are exclusive of applicable taxes and surcharges separately itemized on Customer's invoices and other billable items as specified in the applicable annex. Embarq will bill Customer annually.

AGREED

Embarq Florida Inc.		Sumter County E911 Admin	
By:	<i>W.M. Powell</i>	By:	<i>Richard T. Hoffman</i>
Printed:	W.M. Powell	Printed:	RICHARD HOFFMAN
Title:	General Sales Manager	Title:	CHAIRMAN
Date:	June 6 2008	Date:	MAY 27 2008

Address For Notices:
900 Springmill Road
Mailstop: OHMAN0101
Mansfield, OH 44908

Address For Notices (if different from above):

And If related to a dispute to:
Embarq - Attn: VP, Commercial Law
5454 W. 110th Street
Overland Park KS 66211

**E911 Sumter Co/SCSO
Centurion Equipment Agreement
Detailed Equipment List**

Description	Quantity
Positron VIPER	-
Positron CAMA Gateway Shelf	2
Positron CAMA Interface Module	4
Positron Primary Backroom Server	1
Positron Primary VoIP Soft Switch	1
VoIP FXO Gateway - 8 Ports for Admin Lines	1
24 Port Switch	2
7' VIPER IT Cabinet	1
Backroom Position Access License	12
PBX Access License - Per Workstation	10
Power Supply (-48V DC)	2
Positron Secondary Backroom Server	1
Positron Secondary VoIP Soft Switch	1
Positron VIPER Enabling Kit	10
Power 911 Software	-
Power 911 Version 5.0 Client Access License (CAL)	6
Power 911 Version 5.0 Client Access License (CAL)	4
Power 911 Server Access License	6
Power 911 Server Access License	4
Power 911 Media	1
IWS Underlying System Software - Workstation	10
IWS Underlying System Software - Server	1
IWS Underlying System Software - Object Server	1
Power Map Software	-
Power MAP 3.2 Standard License	6
Power MAP 3.2 Standard License	4
Power MIS Software	-
Power MIS 4.0 Software & Documentation	1
Power MIS 4.0 Data License	10
Power MIS Multi-Site Client License	1
Additional Backup EXEC Server Agent	1
Additional Backup EXEC SQL Agent	1
IWS G2 Server - Configuration & Software	1
Power IWS Hardware	-
IWS Workstation Computer (No Monitor)	11
Dual Video Card	10
IU Keyboard/LCD/8PortKVM (1U)	1
IWS G2 Object Server Rack Mount	1
IWS G2 Server (5 to 15 positions) Rack Mount	1

IWS G2 Server Tape Backup System	1
IWS G2 Server Redundant Disk Array (5-15 positions)	1
Power MIS 4.0 - G2 Server (5-15 pos) Rack Mount	1
Peripheral Equipment	-
COLOR LASERJET 2600N PRINTER.	1
19IN BLACK 360 DEGREE SWIVEL LCD	11
APC Smart-UPS 2200VA USB & Serial RM 2U 120V	4
6FT VGA SVGA MON EXT CABLE HDDB15M HDDB15F	11
Embarq Misc Materials	1
APC Smart UPS 1500VA (Batteries are a consumable and not covered)	11
Patch Panel CAT5E 48 Port HD	1
GPS Command Center Package	1

1st Year Centurion: \$22,016.88

2nd Year Centurion: \$35,790.72

2nd Year Centurion: \$35,790.72

EMBARQ CENTURIONSM MAINTENANCE SERVICE ANNEX

This Embarq Centurion Maintenance Service Annex, together with the applicable cover agreement and the equipment list, (collectively, the "Agreement"), will govern Embarq's provision and Customer's use of Embarq's equipment maintenance services. The Embarq Standard Terms and Conditions for Communications Services will also apply to the extent incorporated by the applicable cover agreement.

1. DEFINITIONS.

- 1.1. **Business Hours** means 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Embarq-observed holidays.
- 1.2. **Covered Hours for Repairs.**
 - A. For the Standard Plan, "Covered Hours" means Business Hours.
 - B. For the Extended Plan and Best Value Plan, "Covered Hours" means 24 hours a day, 365 days a year. The Best Value Plan is not available for all Equipment and must be purchased in connection with the separate purchase and installation of new Equipment from Embarq.
- 1.3. **End of Life ("EOL")** means, among other possible EOL causes, that the Equipment or Software has been discontinued by the original equipment manufacturer or that Embarq is unable to obtain spare parts, any kind of manufacturing, design, engineering, or technical support in the ordinary course of business from the original equipment manufacturer, any inherent Equipment or Software design defects will remain unresolved, no further Software patches or firmware updates are available, or replacement Software media is discontinued.
- 1.4. **Equipment** refers to Embarq-serviced hardware and software to be covered by this Agreement as identified in the Equipment List attached to this Agreement, excluding any items identified by Embarq as "Vendor Serviced Equipment."
 - A. **Voice Equipment** includes traditional TDM-based equipment, the voice components of converged voice and data solutions, voice mail systems, and call center / call distribution applications. If the Agreement specifies "switch only," Voice Equipment will only include devices within Customer's designated equipment room and will exclude devices and wiring from the surface jack to the desktop.
 - B. **Data Equipment** includes all equipment not classified as Voice Equipment, including but not limited to switches, hubs, routers, CSU/DSUs, and the data components of converged voice and data solutions.
- 1.5. **Maintenance Release** means an incremental release of Software that provides maintenance fixes and may provide additional Software features.
- 1.6. **Major Release** means a release of Software that provides additional Software features and/or functions, commonly referred to as upgrades.
- 1.7. **Major Outage** means a malfunction consisting of one or more of the following conditions:
 - A. For all equipment:
 - (1) Complete failure of the system or network, meaning no incoming or outgoing communications or connectivity to or from Customer's premise;
 - (2) No internal communications or functionality within the system;
 - (3) Severe loss of network operation or severely impaired network performance for a sustained period of time;
 - B. For Voice Equipment:
 - (1) Inoperative attendant console;

- (2) Inoperative applications server, such as a voice messaging system or automatic call distribution (ACD) system;
- (3) 20% of all telephones out of service; or
- (4) 20% of all trunk circuits out of service.

C. For Data Equipment:

- (1) 20% of LAN ports out of service; or
- (2) 20% of all network connectivity out of service.

- 1.8. **Manufacturer Discontinued ("MD")** means that the Equipment or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Equipment designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.
- 1.9. **Minor Outage** means any malfunction other than a Major Outage.
- 1.10. **Remote Work** means activities performed without an Embarq employee or Embarq contractor on Customer's site.
- 1.11. **Response Time** means the time interval between when a trouble call is made to Embarq's National Business Operations Center (by the designated Customer personnel or by an automatic notification system) and the time Embarq service personnel begin analyzing the system in search of the cause of the trouble (remotely or on-site).
- 1.12. **Service** means the services provided by Embarq to Customer under this Agreement.
- 1.13. **Software** means the machine-readable object code software programs licensed or sublicensed to Customer by Embarq under separate agreements for use with Embarq-provided equipment.
- 1.14. **Vendor Serviced Equipment** means devices identified accordingly by Embarq on the Equipment List that are serviced directly by the Equipment manufacturer or other manufacturer-approved third party and that is subject to limited coverage from Embarq under this Agreement.

2. **TERM.**

- 2.1. The Term for Services will have the duration ("Order Term") specified in the applicable cover agreement or in a subsequent Order. The Term for Services will commence on the last of:
 - A. the date that the Equipment is installed and deemed accepted;
 - B. the date the Equipment warranty period (if applicable) expires; or
 - C. the date this Agreement is signed by Customer and accepted by Embarq.
- 2.2. UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY EXTEND FOR SUCCESSIVE 12-MONTH PERIODS AT EMBARQ'S THEN-CURRENT LIST RATES UNLESS EITHER CUSTOMER OR EMBARQ PROVIDES WRITTEN NOTICE TO THE OTHER NOT TO RENEW AT LEAST 90 DAYS BEFORE THE EXPIRATION OF THE THEN-CURRENT TERM.
- 2.3. For Equipment identified as End of Life by Embarq, Customer may not extend the Term under any circumstances.

3. **SCOPE OF SERVICE.**

- 3.1. **Embarq Responsibilities.** Embarq will use commercially reasonable efforts to provide all of the following:
 - A. **All Equipment:**
 - (1) Two-hour Response Time, remote or on-site, for Major Outages reported during Covered Hours.
 - (2) Next-business-day Response Time, remote or on-site, for Major Outages reported outside Covered Hours and for all Minor Outages if both the call and

determination that service is required has been made before 4:00 p.m. local time the prior day.

- (3) Parts, labor, and material required to maintain Equipment in compliance with manufacturer's service specifications. Embarq will support all active software provided by the Equipment manufacturer. Replacement parts will be, at Embarq's sole discretion, either new or of like-new quality. If Customer purchases an option for enhanced delivery for replacement parts, Embarq will supply the parts according to manufacturer guidelines regarding availability in that geographical area.
- (4) Installation and configuration of all mandatory manufacturer-supplied, manufacturer-supported Maintenance Releases associated with the Equipment to correct a reported outage or service issue.
- (5) Equipment configuration and troubleshooting support by telephone, facsimile, or electronic mail.
- (6) Work-around solutions to reported Software problems.
- (7) If, in responding to a Major or Minor Outage, Embarq identifies a malfunction in Vendor Serviced Equipment, Embarq will promptly pass the service issue to the Equipment manufacturer or other manufacturer-approved third party for resolution.
- (8) Optional Services, as identified by a separate pricing entry in the Agreement:
 - (a) **Nortel Software Release Subscription Service.** Embarq will provide software upgrades to Customer's Nortel Equipment, as further specified in the *Software Release Subscription Service Annex*.
 - (b) **Major Releases Support.** Embarq will provide Tier 1 and 2 remote Software applications support for the Major Release as provided by the manufacturer, exclusive of labor to install the upgrade.
 - (c) **Monitoring Service.** Embarq will provide proactive monitoring of Customer equipment as further specified in the *Embarq Centurion Monitoring Service Product Annex*.
 - (d) **Lightning Coverage** (where available). Embarq will pay Customer's proven insurance deductible associated with either repairing lightning damage to the Equipment or replacing Equipment that is damaged by lightning, not to exceed \$25,000 in any contract year. Lightning Coverage will not apply if:
 - i. Customer breaches the Agreement and the breach contributes to the damage caused by the lightning; or
 - ii. The Equipment or any electrical or other attachments to the Equipment are repaired or attempted to be repaired by anyone other than Embarq or its authorized contractors.

B. Voice Equipment.

- (1) For Voice Equipment, Embarq will provide one preventive maintenance service call per Customer site and two hours of end-user training per year upon Customer request.
- (2) Subject to the availability of resources, Embarq will allow up to two 15-minute remote assistance calls per month during Business Hours for each 500 stations maintained by Embarq, related to the functionality or operation of the Equipment.

C. **Data Equipment.** Subject to the availability of resources, Embarq will allow up to two 15-minute remote assistance calls per month during Business Hours for each device maintained by Embarq, related to the functionality or operation of the Equipment.

D. **EOL and MD Equipment and Software.**

- (1) **Limitation.** Embarq is not responsible for any delay or inability to provide Services for Equipment or Software designated as EOL or MD. Embarq will make reasonable efforts to repair EOL or MD Equipment or Software. Embarq will bill Customer separately for any hardware, replacement parts or software that is not commercially available to support EOL or MD Equipment or Software. Embarq will invoice Customer for vendor costs incurred in support of EOL or MD Equipment or Software. Embarq is not responsible for any enhancements, additions, changes, modifications or new features that are needed to maintain Customer's EOL or MD Equipment or Software in its existing state.
- (2) **Resolution.** Embarq will provide reasonable efforts to resolve EOL or MD Equipment and Software failure issues by utilizing vendor and internal resources. Embarq will invoice Customer for all costs incurred to resolve Customer's issues resulting from designated EOL or MD Equipment or Software. If resolution of an issue is not possible or not available under circumstances described in the Agreement or this Annex, Customer acknowledges that a system upgrade or complete replacement (if available) may be required to retain functionality. A system upgrade or replacement is not covered under the Agreement or any order to the Agreement, and will result in additional charges for all labor and materials.

3.2. **Customer Responsibilities.**

A. **Reporting.**

- (1) Customer will identify each outage report as either a Major or Minor Outage based on the definitions described above.
- (2) Customer will provide reasonable access to the Equipment through the Internet or via modem so that problems may be diagnosed and corrected remotely. This may include providing a dedicated local telephone line or direct network access through a dedicated management link at Customer's expense.
- (3) Customer will give Embarq employees and subcontractors full and free access to the Equipment to perform the obligations under this Agreement, subject to Customer's reasonable internal security requirements.
- (4) Customer must provide Embarq with accurate information in connection with the Equipment. If Customer discovers any material error or omission in information provided to Embarq, Customer must promptly correct the information. Embarq reserves the right to either bill Customer for time and materials as Billable Services to fix any problem created by materially inaccurate or omitted information supplied by Customer or its agents, or to terminate this Agreement without liability.

B. **Software.**

- (1) **Software Levels.** Customer will use and maintain a level of Software supported by the manufacturer or as may be required to correct a Customer-reported Software problem. Customer, at its expense, will maintain current licenses or sublicenses for the Software and will comply with all applicable licensing terms and conditions.

- (2) **Backups.** Customer is solely responsible for the comprehensive back up of magnetically or electronically stored data for its Equipment. If required to resolve service issues, Customer agrees to provide to Embarq service personnel with its backup copies of Software configurations. Embarq can assist Customer in developing a backup schedule and policies for backup media retention and rotation.
- (3) **Antivirus Software.** Customer is responsible for the separate purchase and installation of manufacturer-approved third party anti-virus software and all associated licenses.
- (4) **PC Operating System or Server.** If Customer's Equipment includes a personal computer or server, Customer is responsible for all Maintenance Releases to the operating system of that computer.
- (5) **Administrative Tools.**
 - (a) For Voice Equipment, Customer's use of an administrative tool purchased from Embarq and used in strict accordance with manufacturer's specifications to make moves, adds, or changes to PBX software will not result in a termination for cause under this Agreement.
 - (b) For Data Equipment, Customer's use of an administrative tool purchased from Embarq and used in strict accordance with manufacturer's specifications to establish routing tables and other standard operating configurations will not result in a termination for cause under this Agreement.
 - (c) If Customer's use of an administrative tool damages any Equipment covered under this Agreement, Embarq will bill Customer for the replacement cost or time and materials as Billable Services, or terminate this Agreement without liability.

C. Physical Premise Requirements.

- (1) Customer will maintain environmental conditions at the site according to the specifications established by the Equipment manufacturer. At a minimum, the premises should be clean, dust-free, and well ventilated with a temperature range of 55 degrees - 90 degrees Fahrenheit and 30% - 50% relative humidity.
- (2) Customer will provide all electric work necessary to support the Equipment, including but not limited to, providing electric current, outlets and ground wire connections to premises, and installation of communication facilities or connections, such as the local telephone extension (or toll free domestic and international access to Embarq) adjacent to the Equipment for the use of service personnel.
- (3) Customer will provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or prints showing the location of such openings and ducts. The floor plan and/or prints will also show the locations and types of equipment installed.
- (4) Unless otherwise agreed to in writing, Customer must obtain any necessary consents, approvals, licenses, and permits for Service of the Equipment on the premises where the Equipment is installed.

D. EOL and MD Equipment and Software.

- (1) **Acknowledgement.** Customer acknowledges that some Equipment and Software covered under the Agreement have been, or soon will be, declared either MD or EOL by the relevant manufacturer.
- (2) **Required Upgrades.**
 - (a) Customer acknowledges that vendors may develop products and services that do not consider or support EOL or MD Equipment or Software. These vendors may sell or mandate equipment or software upgrades to supported system which could cause service problems for EOL or MD Equipment or Software residing on Customer's network. In these cases, vendors will support neither the EOL or MD Equipment or Software nor provide patches to correct issues resulting from these additions or changes.
 - (b) Customer agrees to upgrade any EOL or MD Equipment or Software within the timelines required by Embarq, in its sole discretion. Customer will pay all additional maintenance charges resulting from or associated with these upgrades, or any other upgrades required by Embarq or any vendor. These charges may include, but are not limited to, service charges and installation charges. Embarq, in its sole discretion, may terminate the Agreement if Customer fails to make required upgrades by the Embarq-required deadlines.

3.3. Billable Services.

- A.** The following Billable Services may be performed by Embarq for an additional charge upon Customer's request:
- (1) Performing Customer-specified moves, adds, and changes to Equipment, including, but not limited to adding or removing accessories, attachments or other devices, or moving or relocating the Equipment (with all purchases under this section subject to the *Equipment Sales Product Annex*);
 - (2) Troubleshooting Software or hardware issues caused by products, provided by parties other than Embarq, that are attached to or otherwise integrated into the Equipment and are not otherwise covered by this Agreement, including resolving voice over data issues resulting from variation of network traffic patterns following initial installation or the addition of non-Embarq approved voice over data design equipment by Customer to its network;
 - (3) Performing Customer-requested Software changes such as scripting or other customized application development;
 - (4) Installing any hardware upgrade or Software Major Release, including any hardware upgrade required to run upgraded Software;
 - (5) Repairing or replacing parts or materials associated with Equipment and consumed in the ordinary course of business;
 - (6) Repairing or replacing parts, materials, or software lost, stolen, or damaged through circumstances outside Embarq's control, including but not limited to accident, negligence, abuse, misuse, and failure of electrical power, air conditioning or humidity control, riot or other civil disturbance, strike or other labor trouble, sabotage, fire, flood, lightning or electrical storms, or other act of God, Customer or persons other than Embarq or its authorized contractors;

- (7) Dispatches to Customer's site for incomplete service calls through no fault of Embarq including, but not limited to, Customer's failure to provide access to the Embarq representative. Customer will be charged a Service Charge plus one hour of labor at Embarq's then-current Centurion labor rates;
- (8) Performing other maintenance except as provided in this Agreement; or
- (9) Changes to the configuration of the covered Equipment that provide new functionality, usability or appearance to the Equipment.

B. The following rate elements may apply to Billable Services:

- (1) Billable Services will be billed at Embarq's then-current labor rates;
- (2) Overtime Rate. Calls performed outside of business hours will be billed at Embarq's then-current overtime labor rates;
- (3) Service Charge. A service charge to cover Embarq's travel time will be applied to each Billable Service call. The charge will be at Embarq's then-current Centurion service charge rates;
- (4) Expedite Fees. An expedite fee will be applied whenever Customer requests that Embarq expedite Billable Services beyond normal response times. The charge will be at the then-current Centurion Expedite Fee Rates;
- (5) Billable Services are billed in 15 minute increments, with a minimum of one hour billed for work performed during Business Hours. Work performed outside of Business Hours is billed at overtime rates with a minimum of two hours.

4. **ADDITIONAL EQUIPMENT.** Subject to Embarq's right to inspect such equipment to determine whether it is in acceptable condition and can be properly and/or economically maintained, Customer may, for an additional fee, add Embarq or Customer-provided equipment for coverage under this Agreement. Embarq will identify any repairs, adjustments or upgrades necessary to bring Customer's equipment to a condition acceptable to Embarq. Customer is responsible for making such repairs, adjustments or upgrades at its expense before it will be added through a mutually agreeable written amendment to this Agreement. The additional fee associated for added equipment will be invoiced to Customer no later than the next anniversary date of the Agreement.

5. **LIMITATIONS.**

- 5.1. **Service Availability.** Service is subject to availability for Customer locations that are more than 125 miles from an Embarq Service Center.
- 5.2. **Hazardous Materials.** Services under this Agreement performed by Embarq employees and subcontractors will be accomplished only in a safe working environment that complies with state and federal regulations and law. Embarq has not included any charges or any expenses associated with handling, dealing with, removing or disposing of any hazardous materials at the site. If hazardous materials are encountered in the performance of this Agreement, Embarq will cease performance of Services that would necessitate exposure to such hazardous materials until the hazardous materials are removed and immediately notify Customer of the existence of such hazardous materials. Embarq's performance of this Agreement will be excused until the hazardous materials are safely removed.
- 5.3. **Vendor Serviced Equipment.** Embarq's responsibilities for Vendor Serviced Equipment are limited to the identification of the service issue and transfer of the issue to the manufacturer or other third party approved by the manufacturer for resolution. Embarq has fulfilled its obligations with respect to Vendor Serviced Equipment once the service issue has been transferred. Resolution of a service issues in Vendor Serviced Equipment are governed by the terms and conditions of the applicable vendor support program.

5.4. EOL and MD Equipment and Software.

- A.** In addition to the limitation of liability provisions in the Agreement, Embarq will not be liable for any liabilities or damages, including any consequential damages, caused by or resulting from Customer's use of EOL or MD Equipment or Software after Customer fails to replace the EOL or MD Equipment or Software, Customer's failure to upgrade the EOL or MD Equipment or Software, or Customer's failure to follow any procedures or requirements set forth in the Agreement and this Annex related to EOL or MD Equipment or Software.
- B.** In addition to the indemnification provisions in the Agreement, Customer will indemnify and defend Embarq, its directors, officers, employees, agents, and their successors from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising from any personal injury, death, or any other damages that are alleged to be related to, in whole or in part, any EOL or MD Equipment or Software, or Customer's failure, for any reason, to upgrade the EOL or MD Equipment or Software or follow any procedures or requirements set forth in the Agreement and this Annex.

6. MONITORING EQUIPMENT.

- 6.1. Purpose.** Customer acknowledges that Embarq, at its sole discretion, may install a data collection device at Customer's location to be used only to support remote diagnostic services and delivery of the Services. This monitoring equipment may be either Embarq or Customer property depending on the nature of the Equipment.
- 6.2. Embarq-Owned.** This monitoring equipment will remain the property of Embarq. At the expiration or termination of this Agreement, Embarq will be entitled to enter Customer's premises to remove all Embarq monitoring equipment.
- 6.3. Customer-Owned.** Embarq provides the monitoring equipment to Customer under the *Embarq Standard Terms and Conditions* and the *Equipment Sales Product Annex*. Embarq will maintain the monitoring equipment at no additional cost to Customer during the Term. Embarq will include the specified charges for monitoring equipment as a line item on Customer's first invoice for Service.

7. SUBCONTRACTING. Embarq may, at its option, subcontract Services provided to Customer. Such subcontract will not release Embarq from any of its obligations. Non-union employees may be utilized by Embarq, subject to applicable bargaining agreements.

8. DISASTER RECOVERY.

- 8.1.** Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically or electronically stored data, and that industry standards dictate the systematic use of products that provide comprehensive backup of data so as to prevent such loss. Accordingly, Embarq does not assume any risk of loss of Customer's magnetically or electronically stored data in any way related to or resulting from the Services, products, Equipment, or systems provided by Embarq or any handling of magnetically or electronically stored data by Embarq. Customer hereby releases Embarq from any liability for loss of magnetically or electronically stored data from any and all causes.
- 8.2.** Customer recognizes that industry standards dictate the development of a disaster recovery plan for all mission critical business operations. In the telecommunications industry this includes, but is not limited to, data backup, power backup, power/surge protection, spare system parts, system redundancy, site redundancy, escalation procedures, emergency support agreements with hardware and software vendors, public network based call forwarding to alternate locations, and documented recovery policies and procedures. Customer understands that developing and testing a disaster recovery plan is Customer's responsibility and is not included in this Agreement.

9. LIMITED WARRANTY.

- 9.1. Embarq warrants to Customer that any and all Services provided by Embarq under this Agreement will be performed in a good workmanlike manner, and in accordance with recognized industry standards.
- 9.2. If Embarq breaches this warranty and Customer notifies Embarq in writing of the breach, Embarq's sole obligation and Customer's exclusive remedy will be for Embarq to correct the portion of the work that does not conform to the warranty. If Embarq is unable to correct the Services, Embarq will refund the compensation received by Embarq for the non-conforming Services.
- 9.3. The warranty in Section 9.1 above does not apply if:
- A. Customer breaches the terms of this Agreement,
 - B. the non-conformity was caused by Customer's (including Customer's employees, agents or contractors) abuse, misuse, damage, improper operation or use of the Equipment, such as abuse, misuse, damage, misappropriation or use in a manner other than intended, or
 - C. the damage is created by any cause not attributable to Embarq including without limitation, power irregularities, fire, earthquakes or acts of God or nature. Embarq makes no warranty for any Equipment or software that is provided by third parties.
- 9.4. FOR END OF LIFE EQUIPMENT, EMBARQ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ITS PROVISION OF SERVICE.

10. ASSIGNMENT. In addition to any other rights under this Agreement, Embarq may assign the Agreement at any time, in part or in whole, to its corporate parent, subsidiary, or affiliate under common control.

11. TERMINATION.

- 11.1. In addition to other rights of the parties to terminate under this Agreement, Embarq may terminate this Agreement "for cause" if Customer fails to cure such "cause" within 30 days after receipt of written notice detailing the failure. For purposes of this Annex, the term "for cause" includes, but, is not limited to:
- A. Customer's improper wiring, failure to maintain proper environmental conditions for the Equipment, and any removal, relocation, repair or maintenance of the Equipment by persons other than Embarq authorized personnel.
 - B. If, in Embarq's reasonable determination, Customer is misusing or abusing Services for purposes other than those intended or is using Services for an unlawful or unsafe purpose.
- 11.2. Embarq may terminate this Agreement with 30 days notice if Embarq cannot obtain maintenance support from the Equipment manufacturer.

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54030

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

To

☐ SunTrust

L

☐ DATE 10/4/2010

DEPT. COMMUNICATIONS FUND

☐ BY *Maxine Benner*
BSA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			SHERIFF'S PSAP EQUIPMENT AND MOVE TO NEW SITE SUNTRUST LOAN TERM: 10/30/08 - 11/15/12		
			PRINCIPAL PAYMENTS: ACCOUNT# 130-412-525-7100 <i>PH</i>		59,112.13
			INTEREST PAYMENT ACCOUNT# 130-412-525-7100 <i>PH</i>		4,563.23
			BLANKET PO: FY 2010/2011		
			Account # 130-412-525-		63,675.26
			TERMS:	TOTAL	

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Lease Number: 02472
Equipment Schedule: 02

PAYMENT SCHEDULE
(Revised 09/17/2009)

The Funding Date with respect to the above referenced Equipment Group shall be **October 30, 2008**. Lessor shall retain any interest accruing between the Funding Date and the closing date. The Annual Interest Rate applicable to the Equipment Group shall be **3.9890%**. Lessee will make Rental Payments each consisting of Principal and Interest as set forth below for a term of **4 years**. The first Rental Payment is due on **February 15, 2009** and subsequent payments are due quarterly on like date thereafter.

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Prepayment *Price</u>
	10/30/08				
1	02/15/09	23,374.48	3,996.88	19,377.60	330,640.55
2	05/15/09	23,374.48	3,232.65	20,141.83	310,095.88
3	08/15/09	113,859.53	3,035.16	110,824.37	197,055.02
4	11/15/09 ✓	15,918.84	1,926.59	13,992.25	182,782.93
5	02/15/10 ✓	15,918.84	1,787.06	14,131.78	168,368.51
6	05/15/10 ✓	15,918.84	1,646.13	14,272.71	153,810.34
7	08/15/10	15,918.84	1,503.79	14,415.05	139,106.99
8	11/15/10	15,918.84	1,360.04	14,558.80	124,257.02
9	02/15/11	15,918.84	1,214.85	14,703.99	109,258.95
10	05/15/11	15,918.84	1,068.22	14,850.62	94,111.32
11	08/15/11	15,918.84	920.12	14,998.72	78,812.62
12	11/15/11	15,918.84	770.55	15,148.29	63,361.36
13	02/15/12	15,918.84	619.48	15,299.36	47,756.01
14	05/15/12	15,918.84	466.91	15,451.93	31,995.04
15	08/15/12	15,918.84	312.81	15,606.03	16,076.89
16	11/15/12	15,918.84	157.18	15,761.66	0.00
		367,553.41	24,018.41	343,535.00	

FY 09/10
10/11
11/12
12/13

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

54073

BUSHNELL, FLORIDA 33513-9402

TO

┌

The Villages Technology Solutions Group
1026 Canal Street
The Villages, FL 32162

DATE October 13, 2010

DEPT. Information Technology

BY

[Signature]
BMD

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001	415-519-3400	1	General It/ Programming Services	77,000.00	77,000.00
			FY- 2010/11		
			Open Purchase Order		
TERMS:				TOTAL	77,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

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THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

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**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: General IT Support Services Agreement with The Villages Technology Solutions Group

REQUESTED ACTION: Staff recommends approval

☐ Work Session (Report Only) **DATE OF MEETING:** 3/23/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: The Villages
Technology Solutions
Group

Effective Date: 3/23/2010
Managing Division / Dept:

Termination Date:
Support Services/Information Technology

BUDGET IMPACT: \$50,000 (remaining 09/10 FY)

☒ Annual
☐ Capital
☐ N/A

FUNDING SOURCE: Professional Services
EXPENDITURE ACCOUNT: 001-415-519-3100

HISTORY/FACTS/ISSUES:

Sumter County is in need of certain general IT support services. The County wishes to enter into an agreement with The Villages Technology Solutions Group (TSG) to provide services described in the attached Exhibit A. For emergencies TSG shall initiate work upon written or verbal instructions. For non-emergency projects, the County will request work to be performed under this agreement on a written work order.

The County will pay the fees set forth in the attached Exhibit B. All services requiring work away from TSG's usual place of business will be billed from the time of departure from TSG's usual place of business to time of return to TSG's usual place of business. TSG will bill the County on a bi-weekly basis for all services included in that billing cycle. The County will pay all invoices within (30) days of the billing date.

APPROVED

March 23, 2010

GENERAL IT SUPPORT SERVICES AGREEMENT

THIS GENERAL IT SUPPORT SERVICES AGREEMENT ("Agreement") is made and entered into this 23 day of March, 2010 by and between **THE VILLAGES OPERATING COMPANY**, a Florida corporation whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 d/b/a **THE VILLAGES TECHNOLOGY SOLUTIONS GROUP ("TSG")** and **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida whose address is 910 N. Main St., Bushnell, Florida 33513 ("Sumter").

RECITALS

A. Sumter is in need of certain general IT support services for its computer systems and networks ("General IT Support Services").

B. TSG is in the business of providing General IT Support Services for computer systems and networks.

C. At this time, TSG and Sumter wish to set forth their agreement concerning TSG providing Sumter with General IT Support Services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Description of Services: TSG shall provide from time to time the services described in the attached *Exhibit "A"*. For emergencies, TSG shall initiate work upon written or verbal instruction. For non-emergency projects, Sumter shall request work to be performed under this Agreement on a written work order. Such order shall define the scope of work requested and provide time frames for completion of the requested work. Upon signature of the work order by TSG, such work order shall define the scope of work and the time frames within which the work will be completed. In the event the provisions of the work order and this Agreement are contrary, the provisions of the work order shall control.

2. Term: The term of this Agreement shall be three (3) years from the effective date.

3. Fee Structure: Sumter shall pay the fees set forth in the attached *Exhibit "B"*. All services requiring work away from TSG's usual place of business shall be billed from the time of departure from TSG's usual place of business to the time of return to TSG's usual place of business. TSG shall bill Sumter on a bi-weekly basis for all services included in that billing cycle. Sumter shall pay all invoices within thirty (30) days of the billing date. Late payments shall be subject to a late fee of five percent (5%).

4. Ownership of Work Product: Sumter shall be the owner of all codes and programs created by TSG specifically for Sumter and placed on the computer systems of Sumter.

5. Third Party Software Licensing: TSG may from time to time install software or hardware on Sumter's system that requires licensing arrangements with a third party. Sumter shall be responsible for acquiring and maintaining the necessary licenses for any third party software or hardware placed on Sumter's computer systems.

6. Access to System: Sumter agrees to provide TSG with the necessary access to the computer system as required for TSG to perform those services contracted for herein. Sumter shall provide necessary access for TSG to provide its General IT Support Services remotely.

7. Confidential Information: TSG acknowledges that it may have access to certain confidential information when performing the services contracted for herein and agrees to take necessary acts to ensure that TSG does not make public any information that is identified in writing by Sumter to TSG as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform its General IT Support Services contracted for herein or as required by law.

8. Employees: Sumter agrees not to hire employees of TSG for the term of this Agreement and for one year beyond the date this Agreement terminates.

9. Insurance: TSG agrees to keep in place insurance, and produce verification of insurance upon request, with limits not below the following amounts: One Million and 00/100 Dollars (\$1,000,000.00) general liability; Two Million and 00/100 Dollars (\$2,000,000.00) aggregate liability; Two Million and 00/100 Dollars (\$2,000,000.00) professional liability or errors and omissions (E & O); One Million and 00/100 Dollars (\$1,000,000.00) business automobile liability (if applicable); One Hundred Thousand and 00/100 Dollars (\$100,000.00) worker's compensation each accident and each disease; and, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) worker's compensation policy limit. Certificates of insurance naming the Sumter County Board of Commissioners as an additional insured shall be provided for each insurance policy. All insurance carriers must have a financing rate of A- or higher by A.M. Best.

10. Damages: Sumter agrees that damages for any action brought against TSG pursuant to this Agreement shall not exceed the amount of insurance TSG has in place at the time of the event causing such action. In no event shall TSG be liable for special, indirect or consequential damages resulting from work performed under this Agreement.

11. Hold Harmless: TSG agrees to hold Sumter harmless for any damage done to TSG's computer systems while performing work on Sumter's computer system.

12. Force Majeure: Each party shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor,

equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, requisition, laws, orders of government or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, retarded or hindered thereby, including reasonable delays for adjustments of insurance.


13. Merger. This Agreement contains the entire understanding among the parties and supersedes any prior understandings and agreements between them within the respecting subject matter. There are no representations, agreements, arrangements, or understandings, verbal or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

14. Construction, Jurisdiction, and Venue. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie within the Fifth Judicial Circuit, in and for Sumter County, Florida.

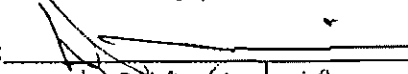
15. Miscellaneous: TSG and Sumter acknowledge that the parties and their counsel have reviewed and revised this Agreement, and that the normal rule of construction (ambiguities are to be resolved against the drafting party) shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

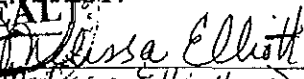
THE VILLAGES OPERATING COMPANY,
a Florida corporation d/b/a The Villages
Technology Solutions Group

By: 
Name: MARK MORSE
Title: PRESIDENT

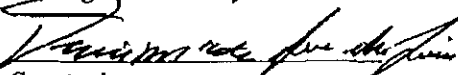
BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: 
Name: Doris Wilpin
Title: Chairman



ATTEST:

Melissa Elliott, Deputy Clerk

Approved as to Form
and Legal Sufficiency


County Attorney

**AGREEMENT FOR GENERAL IT SUPPORT SERVICES
EXHIBIT "A"**

SCOPE OF SERVICES

The Sumter County Board of County Commissioners (Sumter) desires to engage The Villages Operating Company d/b/a The Villages Technology Solutions Group (TSG) to aid in delivering various types of "General IT Support Services" to its organization. This may include assistance with, but is not limited to, any existing technology, as well as technology that may not presently exist in the Sumter technology infrastructure. Each "request for assistance" will be identified on a unique Work Order, and all processes, time, and billing will be tracked back to each Work Order.

INITIATION OF REQUEST AND WORK ORDER

Sumter will submit its request for assistance to TSG in any one of these acceptable forms: telephone communication, email, or fax. TSG will take the information provided in the request and create a unique Work Order specifically for this request.

When possible, TSG will estimate the amount of time required to complete the tasks identified on the Work Order. When there is not enough information available to estimate the amount of time that might be required, TSG, in conjunction with Sumter, will establish an agreed upon amount of time to invest in the Work Order before both parties reconvene to determine status.

Prior to commencement of any work, both parties will approve the Work Order by signing or by indicating approval via email communications.

BILLING FOR SERVICES

Billing for all work being performed for a Work Order will be done at either the accepted completion of the Work Order, agreed upon by both parties, or on a bi-weekly basis for work completed within a billing cycle. All invoices will identify the work performed as well as the Work Order they were performed against.

DELIVERABLE PRODUCTS

All results of any technical support provided, based upon applicable Work Order, shall remain the sole property of Sumter. This includes (where applicable) work documents, notes, and documentation.

**RATE STRUCTURE
EXHIBIT "B"**

Description/Function	Hourly Rate
Technical Training	\$70
Technical Support	\$80
Systems Administration	\$85
Network Engineering	\$115
Project Management	\$120

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

54074

BUSHNELL, FLORIDA 33513-9402

To

DSM Technology Consultants
6810 New Tampa Highway, Suite 600
Lakeland, FL 33815

DATE October 13, 2010

DEPT. Information Technology

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001	415-519-3400	1	Server Hosting/General Services FY 2010-11 Open Purchase Order	154,000.00	154,000.00
TERMS:				TOTAL	154,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

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BY: DATE:

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
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4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: DSM.NET
ONOC, LLC Master Agreement for Server Hosting Services

☐ Work Session (Report Only) **DATE OF MEETING:** 8/11/2009
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: ONOC, LLC
Effective Date: 8/11/2009 Termination Date: 8/10/2012
Managing Division / Dept: Information Technology

BUDGET IMPACT: Negotiated
☒ Annual **FUNDING SOURCE:** General Fund - Information Technology
☐ Capital **EXPENDITURE ACCOUNT:** _____
☐ N/A

REQUESTED ACTION: Approve the Master Agreement

HISTORY/FACTS/ISSUES:

The County Attorney and I reviewed the master agreement and recommend approval by the BOCC of the same.

The costs associated with this service were presented in the proposal provided by ONOC, LLC dba DSM as a customer managed service. It is specifically this area that I am finalizing the service level that will best fit our small IT staff and the overall needs of our organization.

With the approval of the Master Agreement, the process to set up the 3 new servers as virtualized machines will take my footprint of 33 servers down to these 3 at the hosted facility plus reuse of about 5 of the existing servers in our buildings. Only 4-5 of the existing servers are in the useful life range at this time. It is the age and condition of the facilities in which most of these servers reside is impacting our operations such as batching operations with building services.

As you will see on the agenda, the point to point connectivity via Bright House is requested for BOCC approval along with a PO I will introduce under my reports for the file storage system and virtualization software for BOCC approval. These are all integral to the migration to the hosted facility.

DEPARTMENT RECOMMENDATION:

DEPARTMENT HEAD SIGNATURE _____

DIVISION RECOMMENDATION:

DIVISION DIRECTOR SIGNATURE: _____

COUNTY ADMINISTRATOR RECOMMENDED ACTION:

Approve the ONOC, LLC Master Agreement for Server Hosting

ACTION TAKEN BY THE BOARD:

DATE:

APPROVED

AUG 11 2009


DSM.NET Master Agreement


Customer Legal Name	DSM.NET
Sumter County Board of County Commissioners	DSM.NET
Customer Address	ONOC Address
910 N. Main St. Bushnell, FL 33513	6810 New Tampa Highway, Suite 400 Lakeland, Florida 33815
Customer Contact	ONOC Contact
Mr. Bradley Arnold, County Administrator Bradley.Arnold@sumtercountyfl.gov 352-793-0200	Bert Johnson bjohnson@dsm.net 863-802-8888

This Agreement consists of the attached General Terms and Conditions and all service Attachments attached hereto or subsequently signed by the parties and that reference this Agreement.

This Agreement shall become effective at the date signed by both parties and shall be in effect as long as defined by the General Terms and Conditions, unless prior termination in accordance with the provisions of this Agreement occurs.

The signatures below indicate the parties hereto have agreed to the content of this Agreement

Customer:
By: 
Name: GARRY BREEDEN
Title: CHAIRMAN
Date: AUG 11 2009

DSM.NET
By: 
Name: James D. Robinson
Title: President
Date: 8.17.09

Please initial each Attachment

Master Agreement

"General Terms and Conditions"

This Agreement made and entered into as of this 11th day of August, 2009 by and between DSM.NET, a Florida corporation with its principal place of business in Lakeland, Florida and Sumter County Board of County Commissioners (hereinafter "Customer") and will continue for 36 months from the Actual Network Activation Date (ANAD).

For and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto mutually agree as follows:

The following terms and conditions shall apply to the provision and use of the products and services (individually a "Service" and collectively the "Services") provided pursuant to the Attachments.

1.0 DEFINITIONS

1.1 "Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party, and, in the case of DSM.NET, it also means any entity, which DSM.NET has authorized to offer any Service or part of any Service.

1.2 "Content" means information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

1.3 "User" means anyone who uses or accesses any Service purchased by CUSTOMER under this Agreement.

1.4 "Internet" means the global communications network commonly known as the Internet.

1.5 "Term" means duration of agreement from the date contract is executed through the number of months from the Actual Network Activation Date (ANAD).

1.6 "Actual Network Activation Date (ANAD)" Defined in Attachment A.

2.0 AGREEMENT STRUCTURE

2.1 This Agreement is comprised of this Master Agreement, Attachment A "Services", Attachment B "Pricing Schedules" Attachment C "Service Level Agreements" and Attachment D "Acceptable Use Policy", and various other addenda and exhibits to each of the foregoing, all of which are made a part hereof and constitute one agreement. It is expressly anticipated that products and services may be added or removed through further attachments or addenda, which will become a part of this Agreement if such attachments or addenda specifically reference this Agreement and are executed by both parties.

2.2 If there is a conflict among the terms of the various documents, the terms of this Agreement shall prevail over those conflicting terms in the Addenda. In the event of a conflict between the General Terms and Conditions and any Attachment, the Attachment shall take precedence.

3.0 CONTRACT TERM, AND SERVICE PERIOD

3.1 The Contract Term begins on the Effective Date (above) and ends on the applicable anniversary of the Actual Network Activation Date ("ANAD"), see Attachment A unless terminated earlier in accordance with the provisions hereof. After the Contract Term, this Attachment shall continue in effect until terminated as set forth in Article 4.

4.0 TERMINATION

4.1 If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, (i) the other party may terminate for cause any Attachment affected by the breach, or (ii) where the failure is a non-payment by CUSTOMER of any charge when due, DSM.NET may, at its option, terminate affected Attachments, suspend Service under affected Attachments, require a deposit under any or all Attachments as a condition of continuing to provide Services and/or terminate this entire Agreement.

4.2 An Attachment or this Contract may be terminated immediately upon written notice by: (i) either party if the other party has violated the other party's Marks, becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors; or (ii) due to a material breach of any provision of Attachment D, "Acceptable Use Policy", or (iii) due to a material breach of any provision of Article 9, 11 and 16.

4.3 CUSTOMER shall be responsible for payment of all charges under a terminated Attachment incurred as of the effective date of termination. CUSTOMER shall also be liable to DSM.NET for Termination Charges, if specified in a terminated Attachment, in the event that DSM.NET terminates under Section 4.1 or 4.2, or CUSTOMER terminates without cause.

4.4 Termination by either party of an Attachment does not waive any other rights or remedies it may have under this Agreement.

4.5 Except as provided under Section 4.1, termination or suspension of an Attachment shall not affect the Services provided or the rights and obligations of the parties under any other Attachment.

4.6 Either party may terminate this Agreement after the expiration of the Contract Term upon 30 days' prior written notice to the other party; provided that Customer may terminate this Agreement during the Contract Term upon 30 days' prior written notice and the payment of any applicable Termination Charges.

4.7 The Termination Charge will consist of: (1) 100% of the scheduled payments for each of the months remaining through month 24, and 50% of the scheduled payments, if any, remaining after month 24.

(3) any access facilities cancellation charges or other charges incurred by DSM.NET as a result of such termination. 4.8 Customer may terminate service at any time during the Contract Term without liability provided that Customer replaces the service with a new Internet related service from DSM.NET having a Contract Term and revenue commitment equal to or greater than the remaining Contract Term and revenue commitments of the terminated Attachment.

4.9 DSM.NET may terminate this Agreement upon written notice to Customer if Customer violates the terms of Attachment D. Upon termination, Customer shall be liable for all charges incurred as of the date of termination, and if applicable, any Termination Charges associated with the Master Agreement or any Attachment upon 45 days written notice.

4.10 DSM.NET may discontinue any service or sales order upon thirty (30) days written notice to the Customer of DSM.NET. All such charges that are not previously due and payable shall be payable within thirty (30) days from the date shown on DSM.NET's invoice.

4.11 This Agreement will automatically renew in annual increments after the expiration of its initial term unless notification is given in writing by either party 30 days prior to the termination date of the intent not to renew the Agreement. Fees for Services which continue after the expiration of the initial contract period will be adjusted by the compounded total of the annual CPI Indices published during the term of the Agreement.

5.0 PRICING AND BILLING

5.1 Customer shall pay DSM.NET for its and Users' use of the Service at the rated charge specified in Attachment B without deduction, setoff or delay for any reason including circumstances arising under any other attachment. Charges set forth in the Attachments are exclusive of any applicable taxes or user fees. CUSTOMER may be required at any time to pay a deposit if DSM.NET determines that CUSTOMER is not creditworthy or as specified in Section 4.1. Pricing information applies during the Contract Term only. Thereafter, all discounts and discount plans will cease and pricing will revert to the current full list price and, this Agreement will continue in effect on a month-to-month basis until terminated by either party giving the other party at least thirty (30) days' prior written notice.

5.2 CUSTOMER shall pay all shipping charges, taxes (excluding those on DSM.NET's net income) and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation,

license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by CUSTOMER to DSM.NET prior to the delivery of Services.

5.3 Payment is due within thirty (30) days after the date of invoice. Customer and ONOC, LLC agree that venue of any action brought on any account of Customer shall be in the Courts of Sumter County, Florida, exclusively. Customer waives any right to jury trial in any action brought in connection with any account of Customer. Customer agrees to provide written notice to DSM.NET, Inc. of any changes in the form of ownership of Customer's business within five (5) days of such change. In the event of default of any description, Customer agrees to pay all costs of collection, including reasonable attorney's fees incurred by DSM.NET, Inc., whether involving litigation or not, whether incurred prior to or after entry of judgment or other relief for DSM.NET, Inc. Restrictive endorsements or other statements on checks accepted by DSM.NET will not apply.

5.4 Billing will begin on the Actual Network Activation Date ("ANAD") (as defined in Article 1.6) DSM will bill quarterly in advance for recurring hosting fees. Any non-recurring fees will be billed as incurred.

5.5 For Customers who elect to provide their own local access (baseline access), billing will begin five (5) days after the ANAD independent of the Customer's actual activation date for local access.

5.6 Company reserves the right to levy cost adjustments to active contracts should the necessity arise due to resource shortages, such as fuel, electricity, or other outside factors beyond the control of the company.

6.0 RESPONSIBILITIES OF THE PARTIES

6.1 DSM.NET shall provide Services to CUSTOMER in accordance with the terms and conditions, and at the charges specified in Attachment A, consistent with all applicable laws and regulations.

6.2 DSM.NET's policy is to continually improve its products and services, and so may from time to time change the Service as provided to Customer under this Attachment.

6.2 CUSTOMER shall assure that its and Users' use of the Services and the Content will at all times comply with all applicable laws, regulations and written and electronic instructions for use (Attachment D). DSM.NET reserves the right to terminate affected Attachments, suspend affected Services and/or remove CUSTOMER or Users' Content from the Services if DSM.NET determines that such use or Content does not conform with the requirements set forth in this Agreement or receives notice from anyone that CUSTOMER's or Users' use or Content may violate any laws or regulations. DSM.NET's actions or inaction under this Section shall not constitute review or approval of CUSTOMER's or Users' use or Content. DSM.NET will use reasonable efforts to provide notice to CUSTOMER of any violation or threatened violation

of this Article 6.2 when reasonably practicable under the circumstances.

6.3 DSM.NET will purchase access when the Customer and DSM.NET agree to have DSM.NET act as Customer's authorized agent for ordering and coordinating local access for use in conjunction with the Service, Customer shall sign DSM.NET's standard Agency Agreement. For the Local Access Combination, Customer must separately order local access.

6.4 DSM.NET will not provide support directly to nor interface with any User. Customer is responsible for (i) selecting the Users that Customer permits to access the Service; (ii) implementing with its Users appropriate terms, conditions, and measures to ensure that all Users comply with the terms and conditions of the Acceptable Use Policy (Agreement D); (iii) establishing its Users' rights to access the Service; (iv) training its Users; and (v) billing and collecting any amounts Customer elects to charge its Users in connection with the Service.

6.5 Customer is responsible for its Content and that of any of its Users' (including any Content hosted by Customer or any User on behalf of third parties). Customer agrees that its and its Users' use of the Service (i) will not interfere with or disrupt other network users, network services or network equipment and (ii) will comply with the Acceptable Use Policy Attachment D. DSM.NET may change Attachment D the Acceptable Use Policy upon thirty (30) days notice to Customer, which notice may be provided by posting such new amendments to Attachment D.

6.6 To the extent deemed necessary by Customer, Customer shall implement security procedures and controls necessary to limit access to the Service to Customer's authorized Users and shall maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs.

6.7 Customer is responsible for establishing designated Customer Points of Contact ("CPOCs") to interface with the DSM.NET Customer Care Support center.

6.8 Customer understands that the Service provided under this Attachment (including Internet use) may require registrations and related administrative reports that are public in nature.

6.8 Except for IP addresses expressly registered in Customer's name, all IP addresses shall remain, at all times, property of DSM.NET and shall be nontransferable and Customer shall have no right to use such IP addresses upon termination or expiration of this Attachment. IP addresses are allocated by DSM.NET to Customer per the Internet Registry (ARIN) guidelines following RFC 2050. Any change requested by a Customer to the DSM.NET allocated addresses must be agreed to in this Attachment. No other agreement will be binding upon DSM.NET.

6.9 Customer is solely responsible if the Customer or any of its Users' has in place or add, any modem, modem pools, or remote communications software packages, or any other circuits or equipment which could create a potential point of entry. DSM.NET accepts no responsibility of liability for the security of the Customers environment.

6.10 Customer provided equipment will only be accepted and placed in operations after (i) the equipment is powered up in our facility and (ii) certified thereafter by a customer representative to perform and function as intended. Should the equipment fail these criteria it will to be covered under this contract unless the conditions are met.

7.0 DISCLAIMERS AND LIMITATION OF LIABILITY

7.1 PRODUCTS OR SERVICES SOLD OR PROVIDED UNDER ANOTHER CONTRACT OR TARIFF ARE GOVERNED SOLELY BY THE TERMS OF THAT CONTRACT OR TARIFF, INCLUDING ANY WARRANTIES, GUARANTIES, OR OTHER OBLIGATIONS OF DSM.NET UNDER THAT CONTRACT OR TARIFF.

7.2 IN ADDITION TO AND WITHOUT LIMITATION OF THE PROVISIONS CONTAINED IN THE AGREEMENT, DSM.NET SHALL NOT BE RESPONSIBLE FOR: (i) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER, ITS AGENTS, SUBCONTRACTORS, SUPPLIERS, LICENSEES OR USERS; (ii) INABILITY OF CUSTOMER OR ANY USER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDERS, NETWORKS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET; (iii) INTERACTIONS WITH THIRD PARTIES THROUGH THE INTERNET; OR, (iv) PERFORMANCE IMPAIRMENTS CAUSED BY THIRD PARTIES.

7.4 For purposes of Articles 7, 13 and 14 and all other exclusive remedies and limitations of liability set forth in this Agreement or any Attachment, "DSM.NET" shall be defined as DSM.NET, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers; and "CUSTOMER" shall be defined as CUSTOMER, its Affiliates, and its and their employees, directors, officers, agents, and representatives; and "Damages" will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.

7.5 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENCE CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR A BREACH OF THE PROVISIONS OF ARTICLES 6 OR 9, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DEFECTS OR FAILURES OF SOFTWARE, THE REMEDIES SET FORTH IN SECTION 11.6;

(iii) FOR INDEMNITY, THE REMEDIES SET FORTH IN ARTICLE 14;

(iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT OR ANY ATTACHMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) -MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CUSTOMER FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE ATTACHMENT DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SECTION 7.5(iv) SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

7.6 TO THE EXTENT THIS PARAGRAPH IS ENFORCEABLE BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.7 DSM.NET ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN AN ATTACHMENT OR TARIFF; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

7.8 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, DSM.NET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. DSM.NET DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. DSM.NET DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS

BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS.

7.9 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 7 AND IN ANY ATTACHMENT SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7.10 This Agreement does not expressly or implicitly provide any third party (including Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

8.0 DOMAIN NAME SYSTEM SERVICES

8.1 Customer may, from time to time, request that DSM.NET submit to InterNIC or another Domain Name Registry, on Customer's behalf, domain name registration applications (each, an "Application"), for domain names selected by the Customer (each, a "Domain Name"). In the event that DSM.NET elects, in its sole discretion, to perform such service, the Applications shall name DSM.NET as the Internet Service Provider, which will host such domain name. DSM.NET is not a domain name registry. DSM.NET's charges for the Domain Name System Management Services (the "DNS Services") do not include the domain name registry's fees. Customer shall be responsible for, and shall promptly pay, all DNS Services and domain name registry's fees. Customer represents and warrants that (i) all statements on the Application are true and correct; (ii) none of the requested Domain Names or Customer's use of any Domain Name will interfere with the rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right; and (iii) Customer has a legitimate business purpose for registering each Domain Name, which purpose relates to Customer's purchase of the Services.

8.2 NOTWITHSTANDING ANYTHING CONTAINED IN THIS ATTACHMENT TO THE CONTRARY, THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. DSM.NET SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY DIRECT OR INDIRECT LOSS, COST OR DAMAGE CUSTOMER MAY INCUR IN CONNECTION WITH SUCH SERVICE OR DSM.NET'S PROVIDING OR FAILING TO PROVIDE SUCH SERVICE TO CUSTOMER. WITHOUT LIMITING THE FOREGOING, DSM.NET DOES NOT MAKE ANY WARRANTIES REGARDING THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR CUSTOMER'S RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. DSM.NET IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME.

8.3 With respect to any Domain Name, DSM.NET may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of Customer's Domain Names immediately upon written notice in the event that (i) an Application is rejected; (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or (iii) DSM.NET receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name.

9.0 USE OF INFORMATION

9.1 All documentation, technical information, Software, business information, or other materials that are disclosed by either party to the other in the course of performing this Agreement shall be considered proprietary information ("INFORMATION") of the disclosing party, provided such information is in written or other tangible form that is clearly marked as "proprietary" or "confidential", or is disclosed orally and is both identified as proprietary or confidential at the time of disclosure and summarized in a writing so marked within fifteen (15) business days following the oral disclosure. This Agreement shall be deemed to be DSM.NET and CUSTOMER INFORMATION. CUSTOMER Content shall be deemed to be CUSTOMER INFORMATION.

9.2 Each party's INFORMATION shall, for a period of three (3) years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used only for purposes of performing this Agreement (including in the case of DSM.NET, the ability to monitor and record CUSTOMER transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services) and using the Services; and (iii) not be disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of either party and agree in writing to use and disclosure restrictions as restrictive as this Article 9), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

9.3 The restrictions in Section 9.2 shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

10.0 PUBLICITY AND MARKS

10.1 No public statements or announcements relating to this Agreement shall be issued by either party without the prior written consent of the other party.

10.2 Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin (collectively "Marks") without the other party's prior written consent, provided that such consent may be revoked at any time.

11.0 SOFTWARE

11.1 DSM.NET grants CUSTOMER a personal, non-transferable and non-exclusive license (without the right to sublicense) to use, in object code form, all software and associated written and electronic documentation and data furnished pursuant to the Attachments (collectively, the "Software"), solely in connection with the Services and solely in accordance with applicable written and electronic documentation. CUSTOMER will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Software. The Software shall at all times remain the sole and exclusive property of DSM.NET or its suppliers. "Third-Party Software" means Software that bears a copyright notice of a third party. "DSM.NET Software" means all Software other than Third-Party Software.

11.2 CUSTOMER shall not copy or download the Software, except to the extent expressly provided otherwise in the applicable documentation for the Service or in a writing signed by DSM.NET. Any copy must contain the same copyright notices and proprietary markings as the original Software. All CUSTOMER provided software not developed by the customer must have the appropriate licenses and upon request copies of said licenses shall be provided to DSM.NET.

11.3 CUSTOMER shall assure that its Users comply with the terms and conditions of this Article 11.

11.4 The term of the license granted hereunder shall be coterminous with the Attachment, which covers the Software.

11.5 CUSTOMER agrees to comply with any additional restrictions that are provided with any Third-Party Software.

11.6 DSM.NET warrants that all DSM.NET Software will perform substantially in accordance with its applicable published specifications during a warranty period of ninety (90) days beginning on the date of delivery of the DSM.NET Software to CUSTOMER. If CUSTOMER returns to DSM.NET, within the ninety (90) day warranty period, any DSM.NET Software that does not comply with this warranty, then DSM.NET, at its option, will either repair or replace the portion of the DSM.NET Software that does not comply or refund the amount paid by CUSTOMER for such failed or defective DSM.NET Software. This warranty will apply only if the DSM.NET Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by CUSTOMER or Users.

12.1 MEDIATION AND FORUM SELECTION The parties agree to mediate any dispute arising from this Agreement before a Florida certified mediator, who must also be a member of the Florida Bar, prior to filing suit over any such dispute. The parties agree that any such litigation may only be brought in a court of competent jurisdiction in Sumter County Florida. Federal venue and

jurisdiction shall lie only in the Middle District of Florida, Tampa division.

13.0 FORCE MAJEURE

Neither DSM.NET nor CUSTOMER shall be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, terrorism, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing, except that CUSTOMER's obligation to pay for charges incurred for Services received by CUSTOMER shall not be excused.

14.0 INDEMNITY

14.1 DSM.NET agrees to defend or settle, at its own expense, any claim or suit against CUSTOMER alleging that a Service furnished under this Agreement infringes any United States patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: CUSTOMER's or User's Content in connection with the Service; modifications to the Service made by or combinations of the Service with services or products provided by CUSTOMER or others; DSM.NET's adherence to CUSTOMER's written requirements; or, use of the Service in violation of this Agreement.

14.2 In the event of a claim of infringement for which DSM.NET is the indemnifying party under Section 14.1, DSM.NET may at its option either procure the right to continue using, or replace or modify, the alleged infringing Service so that the Service becomes non-infringing and substantially compliant with the requirements in the applicable Attachment. Upon inability to reasonably perform either of the foregoing options, DSM.NET may terminate the affected Attachment, without liability other than as stated in Section 14.1.

14.3 DSM.NET grants to CUSTOMER the right to permit Users to access and use the Services, provided that CUSTOMER shall remain solely responsible for the access and use by any User of the Services, and shall defend, hold harmless and indemnify DSM.NET, only to the extent allowed by Florida Law and Florida Statutes, from and against all Damages, arising out of third party claims and regardless of the form of action, whether in contract, tort, strict liability or otherwise, concerning or relating to: any noncompliance by CUSTOMER or Users with any provision of this Agreement; negligent acts or omissions by CUSTOMER or Users; CUSTOMER's or Users' Content; or any Service failure, defect or outage. CUSTOMER's indemnification obligations do not apply to claims for Damages to real or tangible property or bodily injury or death negligently caused by DSM.NET.

14.4 With respect to the indemnification obligations in this Article 14: (i) the indemnified party will notify the indemnifying party in writing promptly upon learning

of any claim or suit for which indemnification may be sought, provided that failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby; (ii) the indemnifying party shall have control of the defense or settlement, provided that the indemnified party shall have the right to participate in such defense or settlement with counsel of its own selection and at its sole expense; and (iii) the indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

15.0 BUSINESS DOWNTURN / NETWORK OPTIMIZATION

In the event of a business downturn beyond the control of CUSTOMER, a corporate divestiture, merger, acquisition or significant restructuring or reorganization or network optimization, any of which significantly reduces the volume of Services required by CUSTOMER, with the result that CUSTOMER will be unable to meet its revenue and/or volume commitments under an Attachment, DSM.NET and CUSTOMER will cooperate in efforts to develop a mutually agreeable alternative. If the parties reach mutual agreement on an alternative, DSM.NET will prepare and file any necessary tariff revisions and/or the parties will sign a contractual amendment, as applicable. This provision shall not apply to a change resulting from a decision by CUSTOMER to transfer portions of its traffic or projected growth to service providers other than DSM.NET. CUSTOMER must give DSM.NET written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by CUSTOMER prior to the time the parties mutually agree to amend or replace the affected Attachment.

16.0 GENERAL PROVISIONS

16.1 Nothing in this Attachment shall create or vest in Customer any right, title or interest in the Service, other than the right to use the Service under the terms and conditions of this Attachment.

16.2 DSM.NET's performance obligations under this Agreement shall be solely to Customer, and not to any third party. Other than as expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right of action, or other right.

16.3 Customer and DSM.NET are both independent contractors. Neither party is an agent (except to the extent set forth in the Agency Agreement as specified in Article 6.3, legal representative, partner, joint venture partner, franchisee, employee, or servant of the other party for any purpose

16.4 Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

16.5 This Agreement may not be assigned by either party without the prior written consent of the other.

16.6 If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the parties shall promptly begin negotiations to replace invalid or unenforceable portions that are essential parts of this Agreement.

16.8 All notices under this Agreement shall be in writing and either mailed by certified or registered mail, postage prepaid return receipt requested, sent by express courier or hand delivered and addressed to each party at the address set forth on the Cover Page of this Agreement or, if the notice relates to a specific Attachment, the address set forth in such Attachment, or, in any case, such other address as a party designates in writing.

16.9 State law issues concerning construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of Florida, excluding its choice of law rules.

16.10 The respective obligations of CUSTOMER and DSM.NET, which by their nature would continue beyond the termination or expiration of any Attachment or this Agreement, including, without limitation, the obligations regarding confidentiality, publicity and marks, limitations of liability and dispute resolution, shall survive termination or expiration.

16.11 This Agreement creates an independent contractor relationship between the parties and neither party's employees or contractors shall be considered

employees, contractors, partners or agents of the other party.

16.12 All information generated through the customer's use of the system is confidential. DSM.NET shall not sell for consideration, offer for sale, give or transfer any customer data relating to address, hardware, software or any other information received or generated through the customer's user of DSM.NET without the expressed written consent of an officer of the customer.

16.13 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING TO THOSE SERVICES. THIS AGREEMENT SHALL NOT BE CONTRADICTED, EXPLAINED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR CUSTOMER PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN ATTACHMENT

Attachment A “Services”

This Attachment, together with the DSM.NET Master Agreement to which it is attached (the “Agreement”), defines services DSM.NET will provide to the Customer under the terms of this Attachment (collectively, the “Service” or “Services”).

This Attachment covers the DSM.NET Services within the United States, including the Commonwealth of Puerto Rico and the United States Virgin islands. The particulars of the Service applicable to Customer shall be as set forth in the Sales Order or the Proposal as completed by DSM.NET in consultation with Customer and approved (signed) by the Customer. In case of discrepancies between the Sales Order or Proposal and this Master Agreement the Master Agreement shall prevail.

1.0 PURCHASED SERVICES

Available Services	Purchased
Fully Managed Services:	
DSM.NET Data Center Infrastructure	X
Private locked rack space with single 20 Amp power feed and unlimited 24/7 access to equipment	X
DSM.NET provides all hardware and operating system software (Customer is responsible for purchasing individual applications)	
Monitoring services: include 24 hour monitoring of network, hardware, operating systems and some web services	X
Additional power feed	X
Anti virus software updates	X
Smart Hands: xx hours of non-billable engineer services per month during regular business hours	
24 hour backup	
Internet connectivity	X
Other Hosting Facilities – Location:	
Enhanced Options:	
Virtual Hosting	X
Network Architect (D) FTE Offering (See Attachment E)	X
Clustering	
Load Balancing	
Staging/Prototyping	

2.0 SERVICE DEFINED

2.1 Services: the term is inclusive of both non-recurring and recurring services

2.2 Non-recurring Services: Covers setting up all ONOC controlled infrastructure. Excludes customer-controlled infrastructure. Work on customer controlled Infrastructure is considered Smart Hands.

2.3 Recurring Services: services provided on a monthly basis beginning after the Actual Network Activation Date (ANAD).

2.4 Service changes: DSM.NET reserves the right to make changes in service from time to time in the spirit of improving services or DSM.NET ability to deliver secure, reliable and scalable infrastructure.

2.5 Actual Network Activation Date (ANAD): The date on which the customer services were fully active and accessible through the network

2.6 Optional Services, Backups: If 24 hour backups are selected we will perform a daily incremental backup of customer defined files to spinning media and copy to tape as needed to retain data for four weeks before we overwrite the data. Any other backup requirement need to be defined under a separate SLA.

2.7 Other Hosting Facilities: These are DSM or DSM contracted Class A Data Centers managed by DSM or DSM Contractors. DSM Services, Service Levels and Service Responses do apply, although specific SLA and Cost modifications may apply.

Attachment B "Pricing Schedules"

This Attachment, together with the DSM.NET Master Agreement to which it is attached (the "Agreement"), defines services fees charges to the customer by DSM.NET under the terms of this Attachment (collectively, the "Pricing Schedule").

The particulars of the Prices applicable to Customer shall be as set forth in the Proposal as completed by DSM.NET in consultation with Customer and approved (signed) by the Customer. In case of discrepancies between the Proposal and this Master Agreement the Master Agreement shall prevail.

1.0 PRICING SCHEDULE

Description	Speed/ Number	Non-recurring Fees	Recurring Fees Per Month	Service Fees
Internet Services	3 #	T&M	\$295.00	
Cross Connect		T&M	\$150.00	
VPN Failover		T&M	\$150.00	
Enterprise Monitoring	23	T&M	\$230.00	
Colo Rack Space	1	\$500.00	\$490.00	
Anti-virus / Spyware	23	T&M	\$103.50	
Backups (up to 2.6TB)	2.6TB	\$700.00	\$1,200.00	
Offsite tape storage	1	N/A	\$195.00	
Power (Charged by Amp)		N/A	\$1,490.00	
FTE (Network Architect D)		N/A	\$7,410.00	\$88,920.00
Committed Connectivity	50Mbps	N/A	N/A	Brighthouse +
Un-Committed Connectivity				N/A
Smart Hands (engineer)	1	N/A	N/A	\$130 per hour*
Smart Hands (Sr. Engineer)	1	N/A	N/A	\$140 per hour*
Smart Hands (Premium)	1	N/A	N/A	\$195 per hour*
Data Center Migration		\$3,080.00		
Transportation Expense		\$300.00		
Total Services		\$4,580.00	\$11,713.50	

Burstable to 10Mbps

* Services fees apply to work outside of DSM facility or project based work

+ Contracted with Brighthouse

2.0 DEFINITIONS

2.1 Binder: is an initial deposit for new service and represents half of the set up fees and a deposit on the estimated first months recurring billing

2.2 Set up fees: includes costs associated first time setup of ONOC controlled infrastructure or re-billed services.

2.3 Recurring fees: are subscription fees for ONOC services billed effective at the Actual Network Activation Date (ANAD) and include fixed billing and variable billing fees

2.4 Fixed recurring fees: charges that do not vary from month to month.

2.5 Variable reoccurring fees: are monthly service fees bases on usage and includes but not limited to such things as back up services, storage, e-mail accounts and internet connectivity charges

2.6 Service fees: Additional one-time charges for services and support rendered in excess of what is provided. DSM.NET and the Customer will mutually agree upon these when services or support is rendered.

2.7 Non subscription based sales: are instances where customers take ownership of hardware or software which is purchased through DSM.NET.

2.8 Megabit (Mb): is a million binary pulses commonly used for measuring the amount of data that is transferred in a second between two telecommunication points.

2.9 Megabits per second (Mbps): is the measure of how many million bits are transmitted per second, used to measure bandwidth.

2.10 Megabyte (MB): is a measure of computer processor storage and real and virtual memory. A megabyte is 2 to the 20th power bytes.

2.11 Service Level Agreement (SLA) credits: are credits due customers for outages as defined in Attachment C

2.12 Hardware: Any equipment used in the implementation of the service.

2.13 Software: Any Operating Systems or applications required to enable the service.

3.0 BILLING PRACTICES

3.1 A binder check is required for all new customers and is due prior to installation.

3.2 Set up fees are paid by the initial binder check. The balance is due and payable upon the network activation date defined in attachment A.

3.3 Fixed recurring fees are billed upfront on a quarterly basis. Variable recurring fees will be billed monthly in arrears based on the highest usage level in the billing period. Metering is based on ONOC standard practices.

3.4 Service fees will be billed as incurred.

3.5 Non-subscription based sales will be billed as incurred.

3.6 If payment is not received within 30 days, DSM.NET reserves the right to discontinue service.

3.7 In instances where a customers owns equipment that is located in ONOC facilities, DSM.NET reserves the right to impound the equipment until payment is received. In instances where reconnection is required additional setup and service fees may apply.

3.8 Bandwidth is charged on the amount of data transferred over the course of the billing cycle. We apply the 95th percentile rule to determine the bandwidth use. The 95th percentile rule says that 95% of the time, the bandwidth usage is below a given amount, and the remaining 5% of the time, the usage is above that amount. Bandwidth use is measured in 5 minute intervals throughout the month. At month-end, recorded intervals are compiled, the top 5% peaks are discarded and you are charged based on the highest 95th percentile. The minimum amount is ½ Mbps for fully managed applications and 1 Mbps for unmanaged. Additional bandwidth is billed at 1 Mbps increments. This variable recurring billing will be based on the total usage in the billing period.

3.9 Service Level Agreement Credits will be credited on the first bill after incurred.

Attachment C “Service Level Agreements”

1.0 GUARANTEES FOR DATA CENTER SERVICES

	1) Customer Managed**	2) Fully Managed Basic	3) Fully Managed Level 1	4) Fully Managed Level 2	5) Engineering Support
Power/Presence	100 % Available	100 % Available			Cisco WatchGuard Microsoft VMware Dell HP
Network	100 % Available				
Hardware	N/A	1 Hour Problem Resolution			
O/S		N/A	99.5 %	99.9 %	
Application ***					

** Availability is measured from DSM core infrastructure to customer equipment.

*** Third Party (Non-Microsoft) applications may not be covered.

Service Level Agreements are not available for Managed Internet Service Provider Products

2.0 DEFINITION OF TERMS

- ♦ **ONOC:** Outsourced Network Operations Center, the data center and support facility which host the equipment.
- ♦ **Network:** DSM.NET internal network, either LAN or fiber, demarcated by the border routers connected to each client's cabinet
- ♦ **Week:** Monday 00:01AM to Sunday 12:00PM
- ♦ **Agent:** A program running on a server, enabling the remote health checks by the DSM.NET monitoring equipment
- ♦ **Outage:** Defines a period of time in which the clients or DSM.NETs' equipment is functioning in such a manner as to prevent HTTP or SQL access, but shall not be considered as a result of maintenance, acts or omissions by client, failure of client supplied content or non-standard or custom applications, installed by either the client or if requested by DSM.NET personnel. In clustered services it shall not be considered an outage if one section of the equipment is rendered unusable while the alternate routing maintains the service.
- ♦ **Availability:** Period during which access to service is permitted and not obstructed by conditions beyond the control of DSM.NET
- ♦ **Power:** power provided to cabinet
- ♦ **Presence:** the data center infrastructure and the physical cabinet housing server
- ♦ **Hardware:** electrically operated infrastructure required to operate software application
- ♦ **Operating System (O/S):** the program that, after being initially loaded into the computer by a boot program, manages all the other programs in a computer
- ♦ **Application:** make use of the operating system by making requests for services through a defined application program interface (API)

3.0 OUTAGE DEFINITIONS

DSM.NET will have scheduled downtime for regular maintenance and systems upgrades. The time window allowed for these activities is every Sunday from 12:00AM to 2:00AM. If a client's requirements does not permit downtime during this window special arrangements will be made and defined in the service contract. Any other windows of operational requirements which are not covered in the standard service level agreement must also be defined in the service contract. Any definition of service windows in the service contract will take precedence over the standard service level agreement.

- ♦ 98.0% represents a total of 200 minutes per week of unscheduled downtime
- ♦ 99.5% represents a total of 50 minutes per week of unscheduled downtime.
- ♦ 99.9% represents a total of 10 minutes per week of unscheduled downtime.
- ♦ 99.99% represents a total of 1 minute per week of unscheduled downtime.

4.0 CREDITS

Clients shall be eligible for service credits if outages occur in excess of the definitions in Article 1.0. These credits shall be 20% of the amount paid for the service in the week it occurred and will be honored as service credits added to the term of the contract. Clients are not eligible for these credits if their account is in default or they are in violation of the Acceptable Use Policy (see Attachment D). Clients requesting credits must submit a credit claim form by e-mail to DSM.NET outlined in the Acceptable Use Policy (see attachment D). The company will investigate the claim and inform the client in writing within 30 business days of its decision. If the client requests additional investigation and found to be responsible for the excess outage, the client will be charged the current time and expense rates for the investigation. If the company approves the service credit it will do so in writing and submit a service agreement addendum reflecting the additional term of the contract.

5.0 SYSTEM MONITORING

DSM.NET will monitor:

All Services

- ◆ Monitor on a 24 x 7 x 365 basis the equipment, services and network for availability and performance.
- ◆ Ping active ports every two minutes
- ◆ Power: Uninterrupted Power Supply (UPS) will be operational at all times
- ◆ Presence: physical premises will be secure at all times

Selected Services: defined in Article 1.0

Network

- ◆ Monitor and view event or system logs
- Hardware
 - ◆ Check CPU, memory and disk utilization through server agents
- Operating System
 - ◆ Operating system management on NT, Windows2000, Linux, FreeBSD and Open BSD.
 - ◆ Document disk file changes
 - ◆ Install security patch updates
 - ◆ Provide on-site backups at 24-hour intervals.

Application: Only if customer does not have root level access

6.0 NOTIFICATION

If response is not received or the utilization exceeds preset parameters an alarm is generated. This alarm will notify the operator, the problem will be investigated and corrections will be implemented. If the client has supplied the equipment, the DSM.NET will notify the client by phone call or e-mail and will make reasonable attempts to correct and restore normal operation, subject to the availability of spare equipment. Any additional repair and replacement efforts will be billed to the client at the current time and expense rates.

7.0 CHRONIC OUTAGES

If service experiences chronic outages DSM.NET will at its time and expenses investigate the cause of the problem. Upon the conclusion of such investigation we will contact the client within 14 days to forward and discuss the results. If it is determined that client supplied equipment requires upgrades or modifications to prevent future problems, then the client shall not be eligible for service credits if the outages exceed the standard service level agreement, until such time that these upgrades or modifications will have been installed. If the client requests an investigation of outages and their equipment is found to be responsible, the client will be billed for the investigation at the current time and expense rates. If the equipment was specified and provided by the DSM.NET for the clients application and is found to be at fault the company will upgrade and modify at its own expense, provided the clients application or usage has not changed significantly beyond the original scope used for the specification. If the client's application or usage has changed significantly DSM.NET reserves the right to review the specification and recommend a revised system within 14 days. Until such time that these upgrades or modifications will be installed the client shall not be eligible for service credits if ongoing outages exceed the standard service level agreement. Investigations to revise a specification due to changed requirements will be billed to the client at the current time and expense charges.

Attachment D "Acceptable Use Policy"

This Acceptable Use Policy sets forth guidelines for acceptable use of the DSM.NET Network. All users of the DSM.NET Network are required to comply with this policy. Users must also comply with all terms and conditions of applicable agreements, and with any additional policies that may be applicable to a specific service offered by DSM.NET.

1.0 DEFINITIONS

1.1 As used in this Acceptable Use Policy (AUP), the terms shall have the respective meanings set forth below:

- ◆ "DSM.NET Network" includes, without limitation, DSM.NET's networks, and all systems, services, and products that utilize, or are utilized in connection with, DSM.NET's networks.
- ◆ The Data Center is an on-line facility, which complies with various security regulations, including the implementation of best practices and observes applicable HIPAA regulations, provides electronic access to its facilities and operates various Web Based systems and Data warehouses.

2.0 COMPLIANCE

All users of the DSM.NET Network are required to comply with this AUP, as well as all applicable laws and regulations. DSM.NET seeks to promote a high level of responsible behavior in connection with the use of the Internet, and has formulated this Acceptable Use Policy to accomplish the following goals:

- ◆ To protect the reputation and resources of DSM.NET, its customers, and the Internet community at large, from irresponsible or illegal activities.
- ◆ To ensure the privacy, security, and reliability of the DSM.NET Network, the network and systems of DSM.NET's customers, and (as much as DSM.NET is reasonably able to do so) the Internet at large.
- ◆ To establish guidelines for the acceptable use of the DSM.NET Network.
- ◆ To define generally those actions which DSM.NET considers abusive and prohibited.
- ◆ To outline procedures for handling and reporting abuse to DSM.NET.

3.0 RESPONSIBILITIES

3.1 DSM.NET provides an unfiltered connection to the Internet. No data, documents, materials, or information that enters the DSM.NET Network is reviewed before being transmitted to users. Accordingly, DSM.NET neither controls nor accepts responsibility for the content of any communications that are transmitted or made available to users, regardless of whether they originated from users of the DSM.NET Network. In addition, DSM.NET expressly disclaims any responsibility for the accuracy or quality of information provided by third parties that may be obtained through the use of the DSM.NET Network.

3.2 Each user is responsible for complying with this Acceptable Use Policy, and for providing reasonable assistance to DSM.NET in investigating and resolving issues, problems, and/or complaints arising out of the services provided to such user.

3.3 Customer shall submit all requests for technical support in the manner described in Article 9.0 hereof.

3.4 Users of the DSM.NET Network are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a user's site be violated, the user is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the user is responsible for re-configuring the system to stop the abuse.

4.0 CONFIGURATION

4.1 All users of the DSM.NET Network are responsible for configuring their own systems, when applicable, to provide the maximum possible accountability. For example, users should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly possible.

4.2 Customer shall be solely responsible to provide and maintain, at its own cost and expense, any computer hardware, software and telecommunications equipment necessary to access the Products through the Internet, as specified in the Service Level Agreement Addenda. Customer shall employ qualified personnel to maintain and service the necessary communications and computer facilities. DSM.NET shall promptly communicate to Customer any specific computer hardware and software needs or changes; provided, however, that ONOC Inc. shall not materially change the minimum computer hardware or software requirements without Customer's prior written consent, which consent will not be unreasonably withheld or delayed.

5.0 REPORTING VIOLATIONS

Customers of DSM.NET are responsible for immediately reporting to DSM.NET (via e-mail or phone) any network issue that could compromise the stability, service or security of any use by DSM.NET or its customers of the DSM.NET Network this includes but is not limited to:

- ◆ Reports of Network Abuse or Complaints about Unsolicited Commercial E-mail/Mass E-mail and News abuse
- ◆ Reports of hacking, suspected criminal activity, child pornography, copyright infringements, electronic harassment
- ◆ Operational Issues and Requests

Contact information for reporting violations can be found in Article 9.0

6.0 CONSEQUENCES OF NON-COMPLIANCE

6.1 Violation of this Acceptable Use Policy is strictly prohibited. In the event of any actual or potential violation, DSM.NET reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided by DSM.NET, to block any abusive activity, or to take any other actions as deemed appropriate by DSM.NET in its sole discretion.

6.2 Users who violate this Acceptance Use Policy may incur criminal or civil liability. DSM.NET may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or criminal investigations of violations.

7.0 PROHIBITED USE

The examples of prohibited use set forth below and throughout this Acceptable Use Policy are non-exclusive, and are *provided as guidelines* to customers and other users of the DSM.NET Network.

7.1 ILLEGAL USE

The DSM.NET Network may be used only for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation of any applicable law or regulation is prohibited. Without limitation of the foregoing, it is strictly prohibited to create, transmit, distribute, or store any information, data, or material which:

- ◆ Infringes any copyright, trademark, trade secret, or other intellectual property right.
- ◆ Is obscene, constitutes child pornography, or is considered adult content by its nature.
- ◆ Is libelous, defamatory, hateful, or constitutes an illegal threat or abuse.
- ◆ Violates export control laws or regulations.
- ◆ Encourages conduct that would constitute a criminal offense or give rise to civil liability.

In the event of suspected, alleged, or actual illegal activity, DSM.NET will notify or cooperate with applicable law enforcement authorities for potential civil or criminal investigation or prosecution.

7.2 ABUSE

The following general actions are considered "abuse" and are strictly prohibited:

- ◆ Any conduct which violates the accepted norms and expectations of the Internet community at large (whether or not detailed in this Acceptable Use Policy). DSM.NET reserves the right, in its sole discretion, to make a determination whether any particular conduct violates such norms and expectations.
- ◆ Resale of DSM.NET's services or products, unless expressly authorized in a separate written agreement with DSM.NET.
- ◆ Any conduct that restricts or inhibits any other user, whether a customer of DSM.NET or a user of any other system or network, from using or enjoying any of DSM.NET's services or products, as determined by DSM.NET in its sole discretion.
- ◆ Harassment, whether through language, frequency, or size of messages.
- ◆ Creating, forwarding, posting, or distribution of chain messages of any type (also known as "pyramid" or "Ponzi" schemes).
- ◆ Forging of message headers or a sender's identity, or taking any similar action with the intent of bypassing restrictions or limits on access to a specific service or site (such as a moderated newsgroup or a site utilizing filters). This prohibition does not restrict the legitimate use of aliases or anonymous re-mailers.
- ◆ Falsifying identity or contact information (whether given to DSM.NET, to the InterNIC, or put in a message header) to circumvent this Acceptable Use Policy. This prohibition does not restrict the legitimate use of aliases or anonymous re-mailers.
- ◆ Furnishing false or incorrect data to DSM.NET on written or online applications, contracts, or other materials or information provided to DSM.NET, including fraudulent use of credit card numbers or "bill to" telephone numbers.
- ◆ Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of DSM.NET's products and services.

7.3 SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. DSM.NET will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected.

- ♦ It is strictly prohibited to attempt to circumvent the authentication procedures or security of any host, network, network component, or account (i.e. "cracking") to access data, accounts, or servers, which the user is not expressly permitted or authorized to access. This prohibition applies whether or not the attempted intrusion is successful, and includes unauthorized probes or scans performed with the intent to gather information on possible security weaknesses or exploitable configurations.
- ♦ Users are prohibited from interfering or attempting to interfere with service to any other user, host, or network on the Internet ("denial of service attacks"). Examples of such prohibited activity include without limitation (a) sending massive quantities of data (i.e. "flooding" with ICMP, SMTP, or any other type of traffic that exceeds accepted norms of size and/or frequency) with the intent of filling circuits, overloading systems, and/or crashing hosts, (b) attempting to attack or disable any user, host, or site, or (c) using, distributing, or propagating any type of program, script, or command designed to interfere with the use, functionality, or connectivity of any Internet user, host, system, or site (for example, by propagating messages, via e-mail, Usenet posting, or otherwise, that contain computer worms, viruses, control characters or Trojan horses).
- ♦ Users are prohibited from intentionally or negligently injecting false data into the Internet, for instance in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information.

7.4 E-MAIL

Users are prohibited from engaging in improper use or distribution of electronic mail ("e-mail") over the Internet. Without limitation of the foregoing, it is strictly prohibited to engage in any of the following activities:

- ♦ Sending unsolicited bulk e-mail ("UBE", or "spamming"). This includes, but is not limited to, the distribution of UBE for commercial, informational, advertising, political, or religious purposes. Bulk e-mail may be sent only to recipients who have expressly requested receipt of such e-mail. Users that send solicited bulk e-mail are required to maintain records of all bulk e-mail subscription requests, and to provide DSM.NET with such records upon request of DSM.NET, to enable DSM.NET to investigate complaints from third parties. The sender of any solicited bulk e-mail shall, upon the request of a recipient, immediately remove such recipient from all applicable mailing lists and refrain from further transmissions of e-mail to such recipient.
- ♦ Setting up "mail back" or "drop box" addresses in order to receive responses from UBE, either directly by the user or by a third party on behalf of the user.
- ♦ Using a mail transport agent (MTA) outside of a user's own site to relay mail (unless a user has received express permission to do so). Even if permission has been received, users are prohibited from forging their identities to make it appear as though the e-mail sourced from the relay.
- ♦ Sending UBE, or posting news, to advertise or promote resources whose connectivity depends in any way on the DSM.NET Network, regardless of whether such UBE or news posting is made using the DSM.NET Network. For example, using another ISP's services to send UBE, which advertises a web page, hosted by or via the DSM.NET Network is prohibited.
- ♦ Hiring or using any third party service for the purpose of distributing UBE or excessively "multi-posting" or "cross-posting" any Usenet posting in the name of a user. Users will be held responsible for the actions of any third party agent that acts on behalf of or for the benefit of the user, and such third party agent shall hold such users directly accountable for any violations of this Acceptable Use Policy.
- ♦ Use of any auto-responder messages, mailing lists, or any other programs or scripts run by a user to handle or re-distribute e-mail is the sole responsibility of the user, and shall be operated in a reasonable manner. This responsibility includes, but is not limited to, maintaining up-to-date mailing lists to minimize mail bouncing and to facilitate the processing of removal requests, configuring auto-responders so that they do not create mail loops, and the prompt handling of any complaints regarding UBE re-distributed through a mailing list onsite.

7.5 USENET (also known as NETNEWS or NEWSGROUPS)

DSM.NET recommends that users not post to any newsgroup until they have familiarized themselves with the subjects, established guidelines, and restrictions of such newsgroup. All Usenet guidelines and restrictions are incorporated herein by reference, and users of the DSM.NET Network agree to adhere to such guidelines unconditionally.

Without limitation of the foregoing, it is strictly prohibited to engage in any of the following activities:

- ♦ Making any posting for commercial purposes (including without limitation the pointing to specific URLs for commercial purposes), except where such postings are expressly permitted under the charter and/or Frequently Asked Questions (FAQ) of an applicable newsgroup.

- ◆ Posting binary files to newsgroups whose charter or name does not include allowances for such files.
- ◆ Posting via DSM.NET's news feed any solicitation for mail back to an e-mail address (including addresses of non-DSM.NET users) networks with the intention of bypassing this Acceptable Use Policy.
- ◆ Canceling newsgroup postings other than their own, or using auto-responders or cancel-bots (or similar automated or manual routines), which generate excessive network traffic or disrupt Usenet newsgroup/e-mail use by others (except in cases of official newsgroup moderators performing their duties).
- ◆ Engaging in "Excessive Cross-Posting" (ECP) or "Excessive Multi-Posting" (BMP) or "Usenet Spam" (no matter what the content might be) as defined by the Internet community and expressed in the news.admin.net-abuse.* newsgroups and FAQs.
- ◆ Disrupting newsgroups with materials, postings, or activities that are (as determined by DSM.NET in its sole discretion) frivolous, unlawful, obscene, threatening, abusive, libelous, hateful, excessive, or repetitious, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ, or charter.
- ◆ Using filtering messages (e.g. NoCeM) in an intrusive manner, or at other than the user's server level. Generally, filtering messages are considered normal Usenet traffic and are treated as such by DSM.NET. Complaints regarding filter use or abuse should be directed either to the source generating them or the sites utilizing them.
- ◆ Performing any unauthorized creation, cancellation, or removal of newsgroups.
- ◆ The legitimacy of a given post or cancellation is determined by the official newsgroup or mailing list moderator. Therefore, DSM.NET defers to their judgment on these issues. If no such official entity exists, it is at DSM.NET's discretion to determine whether any post or cancellation is compliant with this Acceptable Use Policy and Internet community standards for that newsgroup.

7.6 WORLD WIDE WEB

DSM.NET strictly prohibits users from engaging in any of the following web-related activities:

- ◆ The exploitation or attempted exploitation of any scripts presented on web pages (e.g. forms for answering questions or for entering data).
- ◆ Excessive use of bandwidth by utilizing programs, scripts, or commands to abuse a web site (for example, by connecting for an excessive amount of time, repeatedly engaging site-local scripts, or related behavior).
- ◆ "Walking" a database for the purpose of collecting data contained therein (whether or not this behavior requires that the reader of the page must knowingly ignore files such as "robot.txt" which is designed to guide cataloguing robots/programs).
- ◆ Operating a robot on a site's page after the site has asked that the behavior cease.
- ◆ Configuring a web page to act maliciously against users that visit that web page.

8.0 REMOTE ACCESS

In situations where the User requires electronic access to the Data Center facilities for the purpose of operating applications, which were designed for or are enabled for use by the User.

As an authorized user of the computer systems within the Data Center, the User will be given access privileges to data and computer systems. User understands that the Data Center reserves the right, in the course of an official investigation, to monitor, intercept, record, read, and copy all information in the system. User also acknowledges, during the course of an official investigation, information may be disclosed by and to authorized personnel. All employees are subject to the following provisions and any applicable local policies concerning computer access.

- ◆ User will safeguard the security code(s), (e.g., NT Authentication UserID and password) provided. User may only use the UserID/password in the performance of official duties. User may not exceed the access authority provided by the UserID/password. User acknowledges that it is strictly prohibited to disclose the UserID/password to anyone for any reason except as directed by management and as described below.
- ◆ User also acknowledges not using anyone else's UserID/password to obtain access to the Data Center. The User will be held accountable for all work performed or changes made to the system and/or databases under the UserID/password and that User must not to allow anyone else to access a computer system using Users UserID/password.
- ◆ User understands that improper access to, or unauthorized modification or disclosure of data (obtained through the computer or otherwise) may be subject to the imposition of criminal and civil penalties action as appropriate under Federal law.
- ◆ Password Protection. Customer shall not provide any person who is not an authorized user its access code(s) or passwords required to access and use the Products. Customer acknowledges that any such unauthorized use of the Products will constitute a theft of the Products and is strictly prohibited. Nothing herein shall limit Customer's use of the factual information obtained from use of the Products. In the event that Customer, either itself or through its agents or its affiliates or their agents, shall use the Products for any purpose which is not specifically permitted by

the terms of this Agreement, the license granted hereunder shall terminate and shall be of no further force or effect and Customer shall indemnify and hold DSM.NET harmless from and against all losses, damages, costs and expenses incurred by DSM.NET by reason of such misuse. Customer shall only use the Products for its own business purposes and shall take all necessary measures to protect the Products from, and shall be strictly liable for, any unauthorized use, reproduction, display, publication, disclosure or distribution

9.0 COMPLAINTS AND CONTACT INFORMATION FOR DSM.NET CUSTOMERS

Any violations to report, complaints, inquiries or questions regarding the Acceptance Use Policy or prohibited use or other abuse of the DSM.NET Network, including violations of this Acceptable Use Policy, should be sent in writing to DSM.NET at:

DSM.NET
Attention: Network Operations Center
6810 New Tampa Hwy.
Lakeland, Florida 33815

Please include all applicable information that will assist DSM.NET in investigating the complaint, including all applicable header lines of forwarded messages.

10.0 REVISIONS

DSM.NET reserves the right to modify this Acceptable Use Policy at any time without notice.

11.0 LEGAL

Additional Terms and Conditions

The use of the DSM.NET Network by a customer of DSM.NET is subject to the terms and conditions of any agreements entered into by such customer with DSM.NET. This Acceptable Use Policy is incorporated into such agreements by reference.

Attachment E

“FTE Offering”

The FTE offering is a cost effective solution for providing a fully managed Windows and Virtual environment using a team of engineers to support the environment.

1.0 INCLUDED

- 1.1 Server Support in Data Center
- 1.2 Backups
- 1.3 Server based Anti-Virus and Spyware
- 1.4 Remote Server support for servers in Sumter County
- 1.5 Virtual Infrastructure Support
- 1.6 Network Infrastructure (Remote only)
- 1.7 Phone Support to Sumter County Engineers who are considered level 1 and level 2 support
- 1.8 Knowledge transfer where possible to Sumter Engineers
- 1.9 Server and Storage Management
- 1.10 Documentation
- 1.11 Daily, weekly, monthly and quarterly checks
- 1.12 Microsoft Patch Management
- 1.13 Firewall, router and switch Management (remote only)
- 1.14 Security Checkups
- 1.15 Microsoft Health Checks
- 1.16 Monthly Reporting
- 1.17 Network Architect (Expert) offering

2.0 EXCLUSIONS

The FTE offering does not include:

- 2.1 Project based work (Any project that required more than 40 hours of work *)
- 2.2 Setting up PC's at the customers premise
- 2.3 Work performed in Sumter County. DSM will attempt to resolve issues remotely, but in the event an onsite trip is required, time will be charged at our State Contract rates.

* e.g. Application Upgrades, OS Upgrades, Windows Migrations, Storage Migration, Security Audits, etc.

	Network Architect (Expert)
Daily	1. Adminstrate Backups
	2. Review System Log
	3. Enterprise Monitoring
	4. System Restarts
	5. Basic Server Support
	5. Create / Modify User Accounts
	6. Troubleshoot Printer Issues
	7. Disk Clean Up
	8. System & Service Monitoring
	9. IDS Review
	10. Install / Reinstall / Applications
	11. Manage Virtual Infrastructure
Weekly	1. Manage Anti-Virus
	2. Tape Drive Maintenance
	3. Maintain Documentation
	4. Verify Reboot Schedule / Scripts
	5. Smart Hands
	5. Review Event Logs (All)
	6. Monitor Disk Usage
	7. Monitor Memory Usage
	8. Monitor Processor Usage
	9. Manage Content Filtering (Web/Spam)
	10. SAN Management
	11. Manage OU
	12. Manage Group Policies
Monthly	1. Test Backup Restores
	2. Run Vulnerability Scans
	3. Patch Management
	4. Network Traffic Reporting
	5. Syslog Maintain and Review
	6. Firewall Management
	7. Router Management
	8. Review Monthly Reports from Monitoring
Quarterly	1. Disaster Recovery Plan Review
	2. Update System Documentation
	3. Test Physical Recovery of Systems
	4. External Vulnerability Scan
	5. Test HA, DRS and Vmotion (VMware)
	6. Run VMware Health Check
	7. Run Microsoft Health Check Analyzer
	8. Security Checkup

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54088

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

To

┌

The Villages Technology Solutions Group
1026 Canal Street
The Villages, FL 32162

└

DATE October 20, 2010

DEPT. Capital Outlay & 307 Series 2006

BY Construction Fund

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-010-511-6400			Voice Over Internet Protocol (VoIP) Equipment and Labor for The Villages Sumter County Service Center	24,024.14	24,024.14
305-010-511-6400			Voice Over Internet Protocol (VoIP) Equipment and Labor for the remaining County-Wide offices	118,434.38	118,434.38
			Budget A-5 will cover the funds on the P.O.		
			FY 10/11		
TERMS:				TOTAL	142,458.52

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: OFFICER OR DEPT. HEAD DATE:

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: The Villages Technology Services Group Agreement for Voice Over Internet Protocol Sales, Installation, Administration, and Support Services Agreement

REQUESTED ACTION: Approve the Agreement

☐ Work Session (Report Only) **DATE OF MEETING:** 5/25/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: The Villages
Technology Services
Group

Effective Date: 5/25/2010

Termination Date: 5/24/2013

Managing Division / Dept: IT

BUDGET IMPACT: \$939,046.30

☒ Annual

FUNDING SOURCE:

General Fund Reserves for Contingency and
Capital Outlay Reserve (Bond Fund for The
Villages Sumter County Service Center)

☒ Capital

EXPENDITURE ACCOUNT:

Varies

☐ N/A

HISTORY/FACTS/ISSUES:

The 2 PBX systems currently in use are outdated and need expensive upgrades. The current Nortel Networks phone system is in transition due to Nortel's dissolution. The opportunity to upgrade our phone system along with reducing our costs was reviewed with a specific focus on migrating to a Voice over Internet Protocol system to deliver the desired unified communications. (See Attached "Phone Check" article from the May/June 2010 STATETECHmag.com).

Due to the positive information technology relationship Sumter County has with The Villages Technology Services Group (TSG) the Board of County Commissioners authorized the County Administrator to negotiate a contract to provide the upgraded unified communications system. (See Attached Agreement with Attachment A and B) TSG is an authorized CISCO representative and based on the size of the proposed purchase of equipment for Sumter County was able to provide an additional 8% discount beyond the standard 32% the state contract would provide for Sumter County for hardware and software. On the maintenance TSG is currently proposing (and for purposes of this action) a 10% discount; although prior to the BOCC meeting may be able to provide an additional 2% discount. This contract also provides for TSG to provide the necessary labor to provide for the warranty certified installation. (See Attached Sales Quote Summary Document)

The project is represented in a Phase I and Phase II concept due to the transition needed for the installation only. This contract provides for the timely installation of the system for The Villages Sumter County Service Center, The Villages Annex, and The Villages Public Library at Belvedere.

Due to the fact that the funds for communications across the BOCC facilities, in which also reside constitutional officer offices, the deployment is intended to be countywide except for outlying (no bandwidth connections) and non-phone associated facilities. In a prior conversation with Chief Deputy Jordan, he expressed some reservations of the deployment at the Sheriff's Office; however, a request for the Sheriff's reconsideration was made on May 19, 2010. The basis for the request for reconsideration is the significant return on investment as shown in the attached VoIP Recover Cost

Analysis). The recommendation is to proceed with the sizing and equipment to deploy according to our intended schedule or in the near future as part of the budgetary discussions.

Some of the benefits, outside of the financial ROI, include the ease of maintaining the system, and the features of the CISCO phone which includes a full directory of county employees for quick look up as just one of many examples.

The portion of the project associated with The Villages Sumter County Service Center will be funding by the bond funding for the construction of this facility. The remaining funds are included in a budget amendment and associated purchase order to show the expenditure from the capital outlay reserve fund. .

APPROVED

May 25, 2010

Phone Check

Unified communications delivers a hat trick of cost savings, improved productivity and enhanced collaboration.

By Beth Schultz

PHOTOGRAPHS BY JAMES SCHNEPF

As state and local governments around the country deal with outdated phone systems, they're discovering that improved voice service is but one of the many gains to be had by tossing out the old and thinking beyond a basic call.

IT leaders are ditching their aging PBX or Centrex systems and moving to IP-based, unified communications (UC) platforms that answer their voice needs, and then some. UC systems, available from companies such as 3Com, Avaya, Cisco Systems and ShoreTel, allow organizations to converge voice, data, video and other real- and non-real-time communication services into new, improved user experiences across a unified architecture.

"What unified communications does is streamline the amount of time needed to switch between communications mediums," says Zeus Kerravala, distinguished research fellow with Yankee Group. "In some cases, depending on an employee's role, but especially for people who work out of the office, that can mean several hours a day saved."

Voice over IP, or IP telephony, while

often the starting point for these projects, is hardly the endgame, government IT executives say.

As Joel Hanke, public works director for the city of Stevens Point, Wis., says, "UC is about all those user-friendly features that people grab onto, not even realizing why they are possible and what it took to get them there. They're just happy for the functionality."

In Stevens Point, that functionality includes an automated call attendant that redirects 75 percent of incoming calls on a city information line, or, when used by the Parks, Recreation and Forestry Department, allows for automated events notification. Additionally, the city's UC system allows users to receive voicemails in their e-mail inboxes for easier viewing and management and supports a variety of other productivity enhancers, Hanke says.

UC and a Fiber Backbone

Stevens Point is a relative UC newbie, having finished its implementation in mid-December 2009, Hanke says. Like many state and local governments, the

city was driven toward UC as it studied its options for replacing a legacy Centrex system that was approaching its end of life. The system wasn't necessarily failing, Lemke says, but finding replacement parts was difficult, and functionality was limited compared with what a new UC system could offer. For example, the city needed to provide phone and Internet access at each of its nine disparate facilities, but it wasn't able to do so in a centralized or unified way, he says.

The city solved its challenges in one big project that included stringing 36,000 feet of fiber-optic cable to each city building and running IP voice atop that new data infrastructure. As outlined in Lemke's project road map, combining a new fiber backbone with the UC implementation would benefit the city in myriad ways. These include streamlined phone and Internet costs; enhanced staff productivity; easier adds, moves and changes of phones and workstations; timely, regular and central data backups; and more.

The city invested slightly more than \$800,000 in this project, with roughly half of that amount going toward construction of the fiber backbone, Lemke says. The city expects a favorable return on investment on the system, he adds.

Except for InformaCast paging software and the HP servers on which these applications run, the city is using Cisco Layer 2 and 3 networking equipment and UC products end to end, Lemke says. The UC piece includes the Cisco Call Manager UC platform plus Cisco Unity Voice Mail and approximately 150 IP phones.

"My favorite part of all of this is that we're unlimited in the things we can do leveraging this system. The consistency also is wonderful, knowing that whether you're at the ice arena or Water and Waste Water Department, you'll have the same capabilities," Lemke says. "Plus, we know we're not



72%

The percentage of more than 3,600 participants in a global survey that reported improved operational performance after deploying collaboration tools, including UC platforms
SOURCE: Frost & Sullivan

locked into this point-in-time snapshot of when we deployed our UC. We can grow into the future."

Other local and state governments share similar stories of cost savings, increased staff productivity and streamlined processes.

In Maine, the Portland Water District has gradually boosted business processes and improved worker productivity by rolling out new functions on the ShoreTel UC platform it implemented four years ago to replace an outdated phone system, says Chad Davis, IS man-

ager at this quasi-municipality, which serves 11 communities in southern Maine. The water district uses ShoreTel's base system (which includes the ShoreWare Personal Call Manager, plus the ShoreWare Enterprise Contact Center) with advanced routing and interactive voice response (IVR).

In one example of how the water district benefits from UC, the ShoreTel system helps capture project information, Davis says. Using Personal Call Manager, the district can save voicemails as .wav files and store those with project files. "If a contractor calls us and says, 'We're going to use three-quarter-inch pipe,' and that doesn't happen, we can open and replay the saved voicemail," he explains. "This has been a valuable feature to have available to us in several instances."

App Integration Ahead

In central Maryland, the Howard County government is busy looking for ways to move beyond the basics as it nears the end of a planned three-year UC implementation that, once complete, will provide services such as VoIP and unified messaging to 3,500 employees. It is now time to move on to deeper application integration, says Ira Levy, director of technology and communications services for the county.

For example, the county has begun exploring how to tie together its Cisco IP telephony system and various Microsoft desktop applications. "We want to bring together desktop conferencing and the voice services and really dive into a collaborative workspace," Levy says.

By doing so, a county employee working in a Microsoft Office SharePoint portal would be able to see, via presence technology, which team members are available to take calls. Still within SharePoint, the user would be able to click to place the voice call, which the user would receive on his or her desk, cell or home phone depending on where he or she happens to be at the time.

Howard County also is pilot testing Cisco and Microsoft presence technologies, trying to determine which best suits user needs and whether extending beyond a select group of users would be a worthwhile investment, Levy says.

"Whether you're with the government or not, a big challenge is figuring out how to really bring together the desktop computer and the phone system and backend network," he adds. "So we're taking this one step at a time to see how we

IMPROVING UC

In an Aberdeen Research report issued last fall, senior research analyst Andrew Borg outlined three next-step action items for organizations that want to take their unified communications (UC) implementations from good to great.

1. Treat mobile devices as if they were desktop phones, allowing call transfers to and from these devices and the office phone. Features such as call forwarding, internal call transfer, find-me/follow-me and

single number simultaneous ring promise not only to improve accessibility but also to increase worker productivity.

2. Treat the UC infrastructure as mission critical. Ensure appropriate staffing levels for centralized management and employee training, and consider outsourcing UC support if resources are constrained.

3. Implement stringent controls and policies to ensure use without abuse.

can bring these worlds together and to determine through real needs analysis where we might see efficiencies by doing so."

Organizations do need to think about presence carefully, agrees Yankee Group's Kerravala. "The ability to understand the state of a user or piece of equipment can trigger a lot of automated communications processes," he says.

It's all about reaping more reward from the UC investment, which in Howard County's case already has saved more than \$400,000 annually in line costs alone, Levy says. Before implementing the UC system, Howard County relied on Centrex service, to the tune of about \$20 per line for each of the organization's 3,500 individual phone users. "We had to have a one-to-one ratio, so one line per person. Plus, we had a measured rate, so the more users talked, the more we paid," he says.

With the UC system, the county has eliminated thousands of phone lines. Instead it runs ISDN Primary Rate Interface (PRI) lines and uses Session Initiation Protocol trunking to serve users, he says. Under the Centrex system, the county paid about \$660,000 monthly for voice service. Now it pays about \$200,000.

Streamlined Support

The city of Mission Viejo, Calif., has also reaped substantial savings by eliminating phone lines with its UC platform, says A. Jackie Alexander, director of information technology for the city. As an example, she points to the library — one of nine sites on Mission Viejo's UC network — where the city has saved 80 percent on voice costs in the last year by eliminating more than 100 direct dial-in lines. Instead, it can bring voice connections into two PRI lines provided from its data center at city hall, she says.

"We're always looking for ways to cut costs, and we knew by implementing VoIP we could streamline some of the phone

lines coming into the different facilities and leverage that system to do some cost cutting," says Alexander of one of the city's UC drivers.

In addition, UC would provide the opportunity to use features, such as unified messaging, that are not available on the city's outdated phone system. Plus, she adds, it would drastically improve the city's add, move and change process.

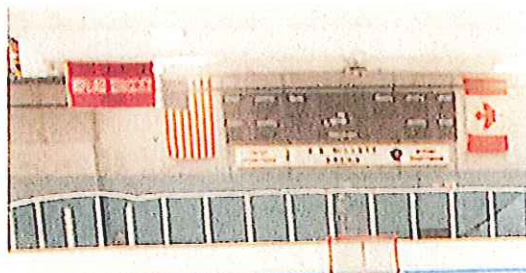


Find out how a new unified communications system in Charlotte County, Fla., should pay for itself within six years at statetechmag.com/UC0110.

Because the current IT staff wasn't well-versed in the previous phone system's technology, the city relied on an external firm to perform maintenance and adds, moves and changes, Alexander says. "We'd pool requests and wait to bring in the third-party vendor to come onsite to make those simple changes," she describes. "Now we can do those easily, and users no longer have to wait for service. We're talking minutes to hours versus days to weeks."

As Kerravala says, "The best thing about unified communications is its ability to streamline processes by removing human latency."

ISI



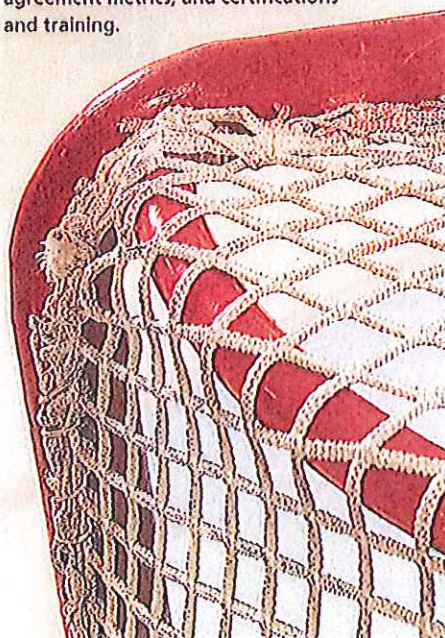
OUTSIDE EXPERTISE

Managed services for unified communications are on an upswing, picking up momentum as organizations look for ways to deal with the increasing complexity of their UC environments while contending with reduced IT budgets, experts say.

In a recently published key trends report on managed and hosted communications, Nemertes Research notes that many organizations that implemented Voice over IP in 2008 and 2009 will turn this year to managed VoIP services as they look for ways to offset the management burden.

With the increasing interest in and availability of managed UC services, Nemertes provides three recommendations for IT executives:

- **Evaluate** managed and hosted services for all or some of the company's UC applications.
- **Assess** your needs and look for one or more providers that give you the right blend of services.
- **Consider** these factors when selecting a provider: breadth of services, geographical reach, security policies, service-level agreement metrics, and certifications and training.



**AGREEMENT FOR VOIP SALES, INSTALLATION,
ADMINISTRATION, AND SUPPORT SERVICES AGREEMENT**

THIS VOIP SALES, INSTALLATION, ADMINISTRATION, AND SUPPORT SERVICES AGREEMENT ("Agreement") is made and entered into this 25 day of May, 2010 by and between **THE VILLAGES OPERATING COMPANY**, a Florida corporation whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 d/b/a **THE VILLAGES TECHNOLOGY SOLUTIONS GROUP** ("TSG") and **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida whose address is 910 N. Main St., Bushnell, Florida 33513 ("Sumter").

RECITALS

A. Sumter is in need of certain VOIP acquisition, installation, administration, and support services for its telecommunications system ("VOIP Sales, Installation, Administration, and Support Services").

B. TSG is in the business of VOIP sales, installation, administration, and support services.

C. At this time, TSG and Sumter wish to set forth their agreement concerning TSG providing Sumter with VOIP Sales, Installation, Administration, and Support Services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Description of Services: TSG shall provide from time to time the services described in the attached *Exhibit "A"*. For emergencies, TSG shall initiate work upon written or verbal instruction. For non-emergency projects, Sumter shall request work to be performed under this Agreement on a written work order. Such order shall define the scope of work requested and provide time frames for completion of the requested work. Upon signature of the work order by TSG, such work order shall define the scope of work and the time frames within which the work will be completed. In the event the provisions of the work order and this Agreement are contrary, the provisions of the work order shall control.

2. Term: The term of this Agreement shall be three (3) years from the effective date.

3. Fee Structure: Sumter shall pay the fees set forth in the attached *Exhibit "B"*. All services requiring work away from TSG's usual place of business shall be billed from the time of departure from TSG's usual place of business to the time of return to TSG's usual place of business. TSG shall bill Sumter on a bi-weekly basis for all services included in that billing cycle. Sumter shall pay all invoices within thirty (30) days of the billing date. Late payments shall be subject to a late fee of five percent (5%).

4. Ownership of Work Product: Sumter shall be the owner of all VOIP solutions created by

TSG specifically for Sumter.

5. Third Party Software Licensing: TSG may from time to time install software or hardware on Sumter's telecommunications system that requires licensing arrangements with third parties. TSG shall make necessary notifications and recommendations regarding acquisition and maintenance of required licenses to Sumter. All third party licenses will be between Sumter and the applicable third party licensor.

6. Access to System: Sumter agrees to provide TSG with the necessary access to the telecommunications system as required for TSG to perform those services contracted for herein. Sumter shall provide necessary access for TSG to provide its VOIP management and support remotely.

7. Confidential Information: TSG acknowledges that it may have access to certain confidential information when performing the services contracted for herein and agrees to take necessary acts to ensure that TSG does not make public any information that is identified in writing by Sumter to TSG as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform its VOIP Sales, Installation, Administration, and Support Services contracted for herein or as required by law.

8. Employees: Sumter agrees not to hire employees of TSG for the term of this Agreement and for one year beyond the date this Agreement terminates.

9. Insurance: TSG agrees to keep in place insurance, and produce verification of insurance upon request, with limits not below the following amounts: One Million and 00/100 Dollars (\$1,000,000.00) general liability; Two Million and 00/100 Dollars (\$2,000,000.00) aggregate liability; Two Million and 00/100 Dollars (\$2,000,000.00) professional liability or errors and omissions (E & O); One Million and 00/100 Dollars (\$1,000,000.00) business automobile liability (if applicable); One Hundred Thousand and 00/100 Dollars (\$100,000.00) worker's compensation each accident and each disease; and, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) worker's compensation policy limit. Certificates of insurance naming the Sumter County Board of Commissioners as an additional insured shall be provided for each insurance policy. All insurance carriers must have a financing rate of A- or higher by A.M. Best.

10. Damages: Sumter agrees that damages for any action brought against TSG pursuant to this Agreement shall not exceed the amount of insurance TSG has in place at the time of the event causing such action. In no event shall TSG be liable for special, indirect or consequential damages resulting from work performed under this Agreement.

11. Hold Harmless: TSG agrees to hold Sumter harmless for any damage done to TSG's telecommunications system while performing work on Sumter's telecommunications system.

12. Force Majeure: Each party shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented or delayed,

retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, requisition, laws, orders of government or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, retarded or hindered thereby, including reasonable delays for adjustments of insurance.

13. Merger. This Agreement contains the entire understanding among the parties and supersedes any prior understandings and agreements between them within the respecting subject matter. There are no representations, agreements, arrangements, or understandings, verbal or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

14. Construction, Jurisdiction, and Venue. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie within the Fifth Judicial Circuit, in and for Sumter County, Florida.

15. Miscellaneous: TSG and Sumter acknowledge that the parties and their counsel have reviewed and revised this Agreement, and that the normal rule of construction (ambiguities are to be resolved against the drafting party) shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE VILLAGES OPERATING COMPANY,
a Florida corporation d/b/a The Villages
Technology Solutions Group

By: _____

Name: Mark G. House

Title: President

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: _____

Name: Doug Gilpin

Title: Chairman



ATTEST:

Donnie Webb
DONNIE WEBB, Deputy Clerk

Approved as to Form
and Legal Sufficiency

Paul M. [Signature]
County Attorney

**AGREEMENT FOR VOIP SALES, INSTALLATION,
ADMINISTRATION, AND SUPPORT SERVICES
EXHIBIT "A"**

SCOPE OF SERVICES

The Sumter County Board of County Commissioners (Sumter) desires to engage The Villages Operating Company d/b/a The Villages Technology Solutions Group (TSG) to aid in delivering "VOIP Sales, Installation, Administration, and Support Services" to its organization. This may include assistance with, but is not limited to:

- the purchase/sale of hardware and/or software by Sumter, whether acquired from TSG or another vendor
- the installation of hardware/software on behalf of Sumter, whether acquired from TSG or another vendor
- the administration of future hardware/software that will comprise the Sumter VOIP telecommunications solution
- support services on any/all components of Sumter Nortel and VOIP telecommunications solutions

Each "request for service" will be identified on a unique Work Order, and all processes, time, and billing will be tracked back to a Work Order.

INITIATION OF REQUEST AND WORK ORDER

Sumter will submit its request for assistance to TSG in any one of these acceptable forms: telephone communication, email, or fax. TSG will take the information provided in the request and create a unique Work Order specifically for this request.

For hardware/software components desired or required to be purchased and/or installed, Sumter and TSG will reach an agreement on a final bill-of-material for hardware/software. TSG will provide purchase/lease options via a Sales Quote based on the agreed upon bill-of-material. Sumter can accept that Sales Quote by returning a signed copy of the Sales Quote to TSG.

For on-going administration and support services, TSG will estimate the amount of time required to complete the tasks identified on the Work Order. When there is not enough information available to estimate the amount of time that might be required, TSG, in conjunction with Sumter, will establish an agreed upon amount of time to invest in the Work Order before both parties reconvene to determine status.

Prior to commencement of any work, both parties will approve the Sales Quote or Work Order by signing or by indicating approval via email communications.

**AGREEMENT FOR VOIP SALES, INSTALLATION,
ADMINISTRATION, AND SUPPORT SERVICES
EXHIBIT "A"**

BILLING FOR SERVICES

Billing for items sold via Sales Quote will be done upon receipt of the purchased equipment. All work performed via approved Work Order will be billed either at the completion of the Work Order or on a bi-weekly basis for work completed within a billing cycle. All invoices will identify the items sold via Sales Quote and/or the work performed as well as the Work Order they were performed against.

DELIVERABLE PRODUCTS

All results, of any VOIP solutions provided, based upon applicable Sales Quote and/or Work Order, shall remain the sole property of Sumter. This includes (where applicable) hardware, software, work documents, notes, and documentation.

**SERVICES RATE STRUCTURE
EXHIBIT "B"**

Description/Function	Hourly Rate	Per Unit Rate	Example of Services
Initial Desktop Telecom Installation		\$5	unpacking equipment, connecting phone, booting-up, and validating
Switching Installation	\$115		installing and configuring telecom/data switching equipment
Technical Training	\$70		training user groups and/or power users on the telecom equipment
Systems Administration/Technical Support	\$85		maintenance upgrades, system changes, etc.
Network Engineering	\$115		network/telecom design and configuration
Project Management	\$120		acquisition and future expansion of the telecom infrastructure and analysis/evaluation of the components and services of the complete telecom system

*Note: Prices for materials/equipment will be detailed on Sales Quotes provided.

Quote Summary

Location	Equipment Cost	Equipment/ Discounted	Labor/ Installation	Equipment & Labor
Service Center	500,016.00	323,437.50	21,090.00	344,527.50
Villages Annex - Government	43,729.00	27,548.70	3,000.00	30,548.70
Villages Annex - Building/Health Dept			1,430.00	1,430.00
Belvedere Library	8,330.00	5,110.50	760.00	5,870.50
Call Accounting System		15,000.00		15,000.00
Subtotal Phase I	552,075.00	371,096.70	26,280.00	397,376.70
Historic Courthouse	101,316.00	62,226.90	7,145.00	69,371.90
Judicial Bldg	83,340.00	51,089.00	7,065.00	58,134.00
Public Works Office	24,174.00	14,813.10	2,980.00	17,793.10
Transit Office	8,188.00	5,082.20	845.00	5,907.20
1888 Detention Cntr	8,188.00	5,082.20	840.00	5,902.20
Immediate Inmate Housing	8,118.00	3,813.80	720.00	4,533.80
180 Bed Facility	6,814.00	3,510.60	805.00	4,115.60
Food Service	1,399.00	870.60	450.00	1,320.60
Intake and Release	7,504.00	4,656.60	335.00	4,991.60
Jail Office	4,858.00	3,052.20	525.00	3,577.20
BOCC Fac. Maint. Fire Sta. 11	11,301.00	6,986.90	1,055.00	8,051.90
Tax Collector-Property Appr	43,926.00	28,922.00	3,215.00	30,137.00
Court House Sec. Vestibule	4,009.00	2,486.10	740.00	3,208.10
State Attorney	8,098.00	4,996.20	805.00	5,801.20
Public Defender Bldg. A	6,206.00	3,790.50	535.00	4,325.50
Public Defender Bldg. B	4,892.00	3,000.30	525.00	3,525.30
Probation	5,278.00	3,236.70	535.00	3,771.70
Sheriff (old Walmart)	135,977.00	83,265.30	5,985.00	89,250.30
Supvr of Elections	37,888.00	23,276.70	5,920.00	29,198.70
Information Technology	4,009.00	2,486.10	3,250.00	5,718.10
Records Center - Clerk	5,143.00	3,155.70	540.00	3,895.70
Animal Control Office	8,777.00	5,376.30	530.00	5,906.30
FORCE Office	8,777.00	5,376.30	530.00	5,906.30
Gate Attendants	7,464.00	4,586.10	525.00	5,111.10
Bushnell Public Library	7,464.00	4,586.10	525.00	5,111.10
Guardian Ad Litem	7,842.00	4,816.30	530.00	5,346.30
Rowell Library	7,952.00	4,881.30	530.00	5,411.30
Lake Pan Library	7,464.00	4,586.10	525.00	5,111.10
Fire Station 12, Webster	7,464.00	4,586.10	525.00	5,111.10
Fire Station 14, Center Hill	7,464.00	4,586.10	525.00	5,111.10
Fire Station 15, Sumterville	7,086.00	4,358.90	520.00	4,878.90
Fire Station 21, Lake Pan	7,464.00	4,586.10	525.00	5,111.10
Fire Station 28, Croom	7,086.00	4,358.90	520.00	4,878.90
Fire Station 29, Tri County	7,464.00	4,586.10	525.00	5,111.10
Fire Station 31, Wildwood	7,464.00	4,586.10	525.00	5,111.10
Fire Station 32, Oxford	7,464.00	4,586.10	525.00	5,111.10
Fire Station 33, Coleman	7,464.00	4,586.10	525.00	5,111.10
Fire Station 34, Royal (not recommended)	7,464.00	4,586.10	515.00	5,101.10
Bushnell Annex	81,785.00	37,950.00	6,005.00	43,955.00
Misc	76,615.00	46,851.00	n/a	46,851.00
Subtotal Phase II - General Fund	786,429.00	482,124.80	89,645.00	541,869.60
Total - Phase I & II	1,337,504.00	853,221.30	85,825.00	939,046.30

FUNDED IN COR 307 CONSTRUCTION FUND	500,016.00	338,437.50	21,090.00	359,527.50
FUNDED BY GENERAL FUND RESERVES	837,488.00	514,783.80	64,735.00	579,518.80

Phase I of VoIP Deployment

Current Costs

Location	Monthly Service Charge/Fees	LD	Data Circuits	Total Monthly Cost by Location	Annualized Cost	Phone Switch Maint./Annual	Annual Cost by Location
The Villages Annex	1,469.49	109.44	642.50	2,221.43	26,657.16	4,038.00	30,695.16
The Villages Library at Belvedere	268.07	272.55		540.62	6,487.44		6,487.44
Wildwood Library	275.08	11.61		286.69	3,440.28		3,440.28
Wildwood Annex	162.70	25.61		188.31	2,259.72	593.64	2,853.36
Total Monthly Costs	2,175.34	419.21	642.50	3,237.05		385.97	
Total Annual Costs	26,104.08	5,030.52	7,710.00	38,844.60	38,844.60	4,631.64	43,476.24

VoIP Costs

Location	Monthly Service Charge/Fees	Estimated LD/VoIP	Data Circuits	Total Monthly Cost by Location	Annualized Cost	Equip Replacement/Annual	Annual Cost by Location
The Villages Annex	-	32.83	892.50	925.33	11,103.98	787.11	11,891.09
The Villages Library at Belvedere	32.11	81.77	250.00	363.88	4,366.50	146.01	4,512.51
Wildwood Library	-	-	-	-	-	-	-
Wildwood Annex	-	-	-	-	-	-	-
Service Center	629.00	500.00	1,165.00	2,294.00	27,528.00	9,241.07	36,769.07
Total Monthly Costs	661.11	614.60	2,307.50	3,583.21		847.85	
Total Annual Costs	7,933.32	7,375.16	27,690.00	42,998.48	31,894.50	10,174.19	41,281.59

*\$2,230 currently paid by Building Services for 10MB ethernet for electronic permitting.

** Fiber lease is estimated

Annual Cost Avoidance in Operating Belvedere Library & Villages Annex	20,779.00
New Equipment Costs for Belvedere Library & Villages Annex	37,849.20
Net Cost First Year	17,070.20
Years to Recover Equipment Cost	1.82

Phase II of VoIP Deployment

Current Costs

For Itemized Locations, refer to Quote Summary	Monthly Service Charge/Fees	LD	Data Circuits	Total Monthly Cost by Location	Annualized Cost	Phone Switch Maint/Software./A nnual	Annual Cost by Location
Total Monthly Costs	2,092.09	1,129.57	3,755.77	6,977.43			-
Total Annual Costs - Phase II Locations	25,105.08	13,554.84	45,069.24	83,729.16	82,398.00	53,421.21	120,845.37

VoIP Projections

	Monthly Service Charge/Fees Redundancy	Estimated LD/VoIP	Data Circuits	Total Monthly Cost by Location	Annualized Cost	Equip Replacement/ Annual	Annual Cost by Location
Total Monthly Costs	1,071.43	500.00	3,338.03	4,909.46		1,036.37	
Total Annual Costs - Phase II Locations	12,857.16	6,000.00	40,056.36	58,913.52	-	12,436.39	41,088.07

**Does not include data circuits needed for connectivity for either model.*

Annual Cost Avoidance in Operating Locations Shown above	79,757.30
New Equipment Costs	541,669.60
Net Cost First Year	461,912.30
Years to Recover Equipment Cost	6.79